

Resolution No.: 16-100  
Introduced: April 24, 2007  
Adopted: April 24, 2007

**COUNTY COUNCIL  
FOR MONTGOMERY COUNTY, MARYLAND**

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By: Management and Fiscal Policy Committee

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**SUBJECT:** Collective Bargaining Agreement with Municipal & County Government Employees Organization

**Background**

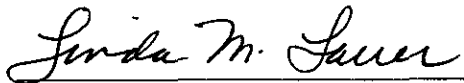
1. Section 511 of the County Charter authorizes the County Council to provide by law for collective bargaining, with arbitration or other impasse resolution procedures, with authorized representatives of County Government employees.
2. Chapter 33, Article VII of the County Code implements Section 511 of the Charter and provides for collective bargaining by the County Executive with the certified representatives of County employees and for review of the resulting contract by the County Council.
3. The Executive and UFCW Local 1994, Municipal & County Government Employees Organization, have agreed on amendments to the existing contract for the three-year period beginning July 1, 2007. The Memorandum of Agreement is attached to this Resolution.
4. The Executive has submitted to the Council the terms and conditions of the collective bargaining agreement amendments that require or may require an appropriation of funds or changes in any County law or regulation.
5. The Management and Fiscal Policy Committee considered the amendments on April 16 and April 19, 2007 and recommended approval of all provisions as modified by the parties.
6. The County Council has considered these terms and conditions and is required by law to indicate on or before May 1 its intention regarding the appropriation of funds or any legislation or regulations required to implement the agreements.

**Action**

*The County Council for Montgomery County, Maryland approves the following resolution:*

The County Council intends to appropriate the funds and approve the changes in law or regulations necessary to implement the amendments to the County employees bargaining unit collective bargaining agreement, as specified in the Memorandum of Agreement attached to this Resolution, for the period July 1, 2007 through June 30, 2010.

This is a correct copy of Council action.

A handwritten signature in cursive script that reads "Linda M. Lauer". The signature is written in dark ink and is positioned above a horizontal line.

Linda M. Lauer, Clerk of the Council

Memorandum of Agreement between the Montgomery County Government  
and the Municipal & County Government Employees Organization/United  
Food and Commercial Workers Union Local 1994  
for Contract years July 1, 2007, through June 30, 2010

The Montgomery County Government (Employer) and the Municipal & County Government Employees Organization/United Food and Commercial Workers Union Local 1994 (Union), agree that their collective bargaining agreement effective July 1, 2004, through June 30, 2007, is extended in full force and effect for the three-year term July 1, 2007, through June 30, 2010, subject to the amendments shown on the following pages

Please use the key below when reading this document:

<u>Underlining</u>	<i>Added to existing agreement by recent bargaining</i>
<u>Double underlining</u>	<i>Added to existing agreement by 2006 reopener</i>
<b>Boldface</b>	<i>Added to existing agreement by 2006 bargaining resulting from prohibited personnel practice</i>
[Single boldface brackets]	<i>Deleted from existing agreement by recent bargaining</i>
[[Double boldface brackets]]	<i>Deleted from existing bargaining by 2006 reopener</i>
* * *	<i>Existing language unchanged by parties.</i>

\* \* \*

ARTICLE 5

WAGES, SALARY, AND EMPLOYEE COMPENSATION

5.1 Fiscal Year Salary Schedules

Bargaining unit members are eligible for service increments of 3½ percent each. A service increment may be granted only to the extent that an employee's salary does not exceed the maximum salary for the assigned grade. Receipt of a service increment shall be conditioned upon the provisions of Article 6, Service Increments. Beginning the first pay period following [January 1, 2005,] January 1, 2008, a longevity increment will be added to the salary schedules found in Appendix VII for bargaining unit members who are at the maximum of their pay grade and have completed 20 years of service (beginning of year 21) equal to a [2] 3 percent increase.

5.2 Wages

- (a) Effective the first full pay period following [September 4, 2004] July 1, 2007, each [employee] unit member shall receive a [2] 4 percent increase. Bargaining unit employees shall be paid a base salary pursuant to the uniform pay plan,

which appears in Appendix VIIA of this Agreement.

- (b) Effective the first full pay period following [July 1, 2005] July 1, 2008, each [employee] unit member shall receive a [2.75] 4.5 percent increase. Bargaining unit employees shall be paid a base salary pursuant to the uniform pay plan, which appears in Appendix VIIB of this agreement.
- (c) Effective the first full pay period following [July 1, 2006] July 1, 2009, each [employee] unit member shall receive a [3.0] 4.5 percent increase. Bargaining unit employees shall be paid a base salary pursuant to the uniform pay plan, which appears in Appendix VIIC of this agreement.

### 5.3 Shift Differential

- (a) Effective the first full pay period after [July 1, 1998,] July 1, 2007, each employee required to work a shift that begins between the hours of 2:00 p.m. and 10:59 p.m. shall receive [\$0.95] \$1.25 for each hour worked and [\$1.15] \$1.40 for each hour worked on a shift that begins between the hours of 11:00 p.m. and 5:00 a.m. The hourly pay differential shall increase to [\$1.20] \$1.30 and [\$1.40] \$1.45 respectively, effective [July 1, 2002] the first full pay period following July 1, 2008. Employees who begin a shift at or after 12 noon will be paid a shift differential for hours after 2:00 p.m. when 75 percent of their work hours are scheduled within the designated times above.

\* \* \*

### 5.4 Multilingual Pay Differential

A pay differential for the use of multilingual skills is to be based upon the following criteria:

- (a) Basic Skills - Basic skills are defined as those skills primarily required for oral or sign language communication and comprehension such as those used in conversation with clients and [citizens] residents. The department head must certify that certain jobs may require occasional use of basic multilingual skills.
- (b) Advanced Multilingual Skills - Advanced skills are defined as those skills required for written communication and comprehension in a second language, in addition to skills in oral communication and comprehension. The department head must certify that certain jobs may require occasional use of advanced multilingual skills.
- (c) Compensation - Compensation is determined by the employee's language skill level. Compensation is paid for all hours actually worked during the pay period. Employees certified at the basic skill level will receive \$0.85 per hour for all hours actually worked. Employees certified at the advanced skill level will

receive \$1.00 per hour for all hours actually worked. Effective the first full pay period after July 1, 2003, employees certified at the basic skill level will receive \$1.00 per hour for all hours actually worked. Employees certified at the advanced skill level will receive [~~\$1.30~~] \$1.50 per hour for all hours actually worked.

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## 5.8 Pay Policies

- (a) Employees are to be paid on a biweekly pay period basis. Salaries under the general pay schedule are computed on the basis of 52 weeks for a work year of 2,080 hours and employees are to be paid accordingly. Upon termination if an employee is indebted to the County, the amount due may be deducted from pay, accrued annual leave or compensatory leave or retirement contributions.
- (b) All employees hired on or after July 1, 2004, will participate in direct deposit of their biweekly pay.
- (c) During the term of the agreement, an employee identification number will be created for all bargaining unit members and that will be the identifier on timesheets, Personnel Action Forms and all other documents where a social security number was used as an identifier.

## 5.9 Overtime

Overtime work may be authorized by the Chief Administrative Officer or designee when an employee is required to work in excess of the normally scheduled work day or work week, subject to the following:

- (a) Overtime work must be required and authorized by the Chief Administrative Officer or designee.
- (b) Overtime work must be kept to a minimum and must be based on the workload of the County.
- (c) Payment of overtime must be within budget limitations, except as provided in 5.10 below.
- (d) Overtime is paid at the rate of 1½ times the employee's gross hourly rate of pay, including pay differentials, in accordance with the following schedule for partial hours, until the date upon which the Employer implements the "electronic timekeeping technology" described below:

1 - 15 minutes = no compensation

16 - 45 minutes = 30 minutes overtime compensation

46 - 60 minutes = 60 minutes overtime compensation

During the term of this Agreement the Employer intends to implement electronic timekeeping technology. As a result, bargaining unit employees will no longer be required to round overtime to the nearest fifteen (15) minute or thirty (30) minute increment. Employees will report actual overtime worked. Upon implementation of this technology, subsection (d) above will no longer be operative. The Employer will provide sixty (60) calendar days notice to the Union prior to implementation of the technology.

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#### 5.10 Limitations on Overtime

\* \* \*

- (e) Employees Grade 25 and above exempt from the Fair Labor Standards Act (FLSA)

Bargaining unit employees Grade 25 and above exempt from the FLSA must satisfy a forty-five (45) hour threshold during their regular work week in order to be eligible to receive overtime compensation or compensatory time except as follows: A department head will make every effort to compensate the employee for the hours worked between forty and forty-five hours per week by altering the employee's regularly scheduled work week on an hour for hour basis within the pay period when the excess hours were worked. In the event the department head is unable to alter the employee's regularly scheduled work week on an hour for hour basis within the pay period, the employee will be granted compensatory time on an hour for hour basis.

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#### 5.17 General Emergency Pay

- (a) General emergency for the purpose of this Agreement is defined as any period determined by the County Executive, Chief Administrative Officer or designee to be a period of emergency, such as inclement weather conditions. Under such conditions, County offices are closed and services are discontinued; only emergency services will be provided.
- (b) Whenever a general emergency is declared for the County by the County Executive or designee, members of the bargaining unit who are required to work during the period of the emergency shall receive twice their regular hourly rate. In the event that bargaining unit employees are in an overtime status during the period of the declared emergency and are required to work, the employees shall receive their regular rate plus the overtime rate, consistent with pay policies for

declared emergencies established by the Chief Administrative Officer memorandum dated January 28, 1987.

- (c) Implementation of General Emergencies shall be in accordance with Administrative Procedure 4-21, dated July 12, 1991. In addition to the above, before making a determination whether to declare a General Emergency, the CAO or designee will consider recent weather reports regarding the amount of precipitation already accumulated, as well as the forecast for further accumulations during the succeeding 8-hour period. Other considerations that the CAO or designee will take into account include whether the major roadways of the County are passable and safe for travel and whether the County public schools have been closed for the day and what actions other public sector jurisdictions in the Washington Metropolitan Region take. The decision whether to declare a General Emergency shall be based on the cumulative of all these factors and no one factor shall be conclusive or determinative.
- (d) The parties agree to move the pending grievance over general emergency pay to arbitration.

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#### 5.23 Field Training Pay Differential

Bus Operators, Police Telecommunicators, Correctional Officers, and Deputy Sheriffs assigned to train new unit members shall receive a field training pay differential of [~~\$2.25~~] \$2.50 for each hour of training. Effective the first full pay period following July 1, 2009, this will increase to \$3.00 for each hour of training.

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#### 5.26 Travel Reimbursement

Bargaining unit employees will receive travel reimbursement consistent with Administrative Procedure No. 1-2, *Non-Local Travel Guidelines*, and Administrative Procedure No. 1-5, *Local Travel Guidelines*. Bargaining unit members are entitled to a meal reimbursement rate consistent with Federal GSA's domestic per diem rate schedule for meals and incidental expenses.

#### 5.27 Personal Vehicle Mileage Reimbursement

All bargaining unit members who are required to use their personal vehicles will be reimbursed mileage in accordance with Administrative Procedure No. 1-5, *Local Travel Guidelines*. However, employees will be reimbursed at the rate of [~~\$0.40~~] \$0.485 per mile for all miles in excess of 7500 per year. If the IRS reimbursement rate increases during the term of this Agreement, then tier 1 of the above reimbursement schedule [~~(0.3650)~~] (\$0.445) shall be adjusted accordingly.

## 5.28 Court Time

This section applies only to bargaining unit members who are [Correctional Officers, Correctional Specialists, or Deputy Sheriffs] assigned to 24/7 facilities who are required to attend court (to include MVA hearings, but no other hearings) for a job-related reason, on his or her regular day off or during non-regularly scheduled working hours. These bargaining unit members shall be guaranteed a minimum compensation of 3 hours at a rate of 1½ times the member's regular hourly rate regardless of the actual time spent in court unless the bargaining unit member works more than 3 hours when not regularly scheduled or when off-duty. If the bargaining unit member works more than 3 hours, he or she shall be compensated at the rate of 1½ times his or her regular hourly rate for every hour spent in court. When an off-duty bargaining unit member is required to appear in court 2 or more times during the initial 3-hour period, the officer will not be entitled to receive additional compensation until 3 hours have elapsed since he or she initially appeared in court that day.

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## 5.30 Line of Duty Funeral Expenses

In the event a bargaining unit member is killed in the line of duty, the County will pay \$10,000 toward funeral expenses.

## 5.31 Professional License/Certification Reimbursement

The parties shall study and evaluate bargaining unit job classifications to determine which job classifications of bargaining unit members the County will reimburse for the fees, tuition and study materials associated with obtaining and maintaining any license/certification, to bargaining unit member's classification specifications or mandated by Federal, State or Local statute. As a condition for receiving reimbursement from the County for any fees, tuition and study materials, the employee agrees to repay a prorated amount of the total reimbursement received if the employee does not remain employed by the County for a one – year period. The employee will not have to repay the reimbursement if the employee dies or the County terminates the individual.

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## ARTICLE 8

### SENIORITY

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8.3 (For SLT Bargaining Unit Employees Only) The filling of vacancies by transfer or promotion will be made from the highest rating category of the eligibility list, based on criteria established by the Employer.



- (a) For job classes in the SLT unit on the attached list, if the highest rating category contains two or more employees, selection will be based upon seniority.
- (b) For all vacancies to be filled by transfer or promotion other than those specified in subsection (a) above, seniority shall be considered when qualified candidates are otherwise deemed reasonably equal.
- (c) If any individual is selected to fill any vacancy in (a) and (b) because of affirmative action, the appointing authority must submit written justification for such action, which then must be approved by the Chief Administrative Officer or designee and made a part of the selection record.

<u>Class Title</u>	<u>Grade</u>
Autobody Repairer Apprentice	11
Building Services Inspector	12
Carpenter Apprentice	11
Carpenter II	[17] 18
Crossing Guard (transfer only)	09
Depot Supply [Clerk] <u>Coordinator</u>	15
Electrician Apprentice	11
Electrician II	[17] 19
Equipment Operator I	[12] 14
Equipment Operator II	[13] 15
Equipment Operator III	[15] 16
HVAC Mechanic Apprentice	11
HVAC Mechanic II	[17] 19
Mechanic Apprentice	11
Mechanic Leader	18
Pavement Marking Leader	[15] 16
Plumber Apprentice	11
Plumber II	[16] 19
Printer Apprentice	09
Public Services [Craftworker] <u>Craftswoker</u>	[13] 15
Public Services Worker III	[11] 12
Public Services Worker IV	[13] 14
Security Officer II	16
Sign Fabricator Apprentice	09
Supply [Clerk I] <u>Technician I</u>	10
Supply [Clerk III] <u>Technician III</u>	13
Transit Aide I	08
Transit Aide II	12
Tree Climber Apprentice	10
Truck Drv./Whse. Worker Helper	09
Truck Drv./Whse. Worker Sub. Worker	11

Truck Drv./Whse. Worker	14
Warehouse Equip. Operator	13
Work Force Leader I	13

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## ARTICLE 9.

### WORKING CONDITIONS

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#### 9.10 Classification Issues

- (a) "Administrative Review" of reclassification/reallocation actions for bargaining unit positions will be limited to only those positions which have been downgraded.
- (b) The incumbent of any bargaining unit position whose position has been downgraded since July 1, 1992, through reclassification or reallocation and whose salary exceeds the maximum for the new pay grade will not have their salary reduced as a result of the downgrade.
- (c) A salary increase of 5 percent for the incumbents of all bargaining unit job classes reallocated upwards will be limited to those job classes eligible for a 5-year maintenance review through December 31, 1993.
- (d) A salary increase of 5 percent for the incumbents of all bargaining unit positions reclassified upwards will be limited to those positions reclassified through December 31, 1993.
- [(e)] [Effective with this Agreement, the Employer shall no longer conduct job classification reviews in accordance with an established maintenance schedule, i.e., 5-year maintenance cycle. Existing maintenance reviews that were scheduled to start on or before December 31, 1993, shall be completed in accordance with the previously established review schedule.]
- [(f)] (e) Classification and grade level review of [each] an occupational class that is predominately populated by OPT or SLT bargaining unit positions, or a review of the classification assignment of an individual position, may be requested by the Union at any time during the month[s] of June. [and December.]
- [(g) (1)] (f) Requests for an occupational class study[ies] must [show a] document factual evidence of a material change in the duties [that justifies the request]

/responsibilities of the job class, and must clearly demonstrate that said changes have substantially affected the work of the class. [Each Union request for a classification and grade level review shall be granted or denied within 30 days of the County's receipt of the request.] Within 30 days of receipt of a request to study an occupational classification, OHR shall inform the Union of the acceptance or denial of the request.

- [(g) (2)] (g) An occupational classification study request will not be reviewable more often than every 36 months from the completion of the most recent study. However, the OHR Director shall determine if an occupational classification study is justified within a period less than 36 months based upon reorganization or significant restructuring. Denial of study requests shall not be grievable or arbitrable.
- (f) Requests for an occupational class study must document factual evidence of a material change in the duties/responsibilities of the job class, and must clearly demonstrate that said changes have substantially affected the work of the class. Within 30 days of receipt of a request to study an occupational classification, OHR shall inform the Union of the acceptance or denial of the request.
- [(h)] [Any occupation class accepted for review shall be reviewed in turn with other job classes that are scheduled for review.]
- [(i)] [The County will inform the Union upon request of all outstanding classification and grade level review requests within the Units.]
- (g) An occupation classification study request will not be reviewable more often than every 36 months from the completion of the most recent study. However, the OHR Director shall determine if an occupational classification study is justified within a period less than 36 months, based upon reorganization or significant restructuring. Denial of study requests shall not be grievable or arbitrable.
- (h) OHR will inform the Union of its intent to study an occupational class that is encumbered by union positions, or an individual bargaining unit position, when the request for the study was not initiated by the Union. Prior to a decision to study a class, the Union may request a conference with the OHR Director.
- (i) Position classification decisions are not grievable. However, UFCW Local 1994 MCGEO may request the review of any classification recommendation by an independent classification expert. When such requests are made:
- (1) The Employer and the Union will jointly select an independent classification consultant;
  - (2) The Employer and the Union will equally share all costs for the independent classification consultant;

- (3) The findings and recommendations of the independent classification consultant will be forwarded along with the recommendations of the Office of Human Resources to the Chief Administrative Officer (CAO) and the Union prior to a final classification decision by the CAO.
- (j) Subject to Article 2 of this Agreement, individual position classification review requests shall continue to be made and processed pursuant to AP 4-2. Such requests shall not be grievable pursuant to this Agreement.
- [(g) (3)] (k) Each bargaining unit member whose position is reclassified upward, or whose job class is reallocated upward, will have his or her service increment date reassigned to the effective date of the classification [or reallocation effective date] decision. Bargaining unit members will be eligible for a future service increment 12 months from the newly reassigned increment date.
- (l) If the reassignment of an employee's increment date under Section 9.10 (k) creates any pay inequities affecting other employees, the parties agree that the County will resolve such pay inequities by applying Section 7.1, "Special within grade advancement", of this agreement.
- [k] (m) In the event the Employer considers a [broadbanding system of job classification affecting bargaining unit positions during the term of the Agreement,] classification or job evaluation system that is substantially different from a QES system, the parties agree to meet and confer on the issue. Further, the Employer and the Union will negotiate the salary and wage impact of the implementation of such a system upon bargaining unit positions.

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#### 9.15 Up Close Parking

The employer will make reasonable efforts to accommodate up close parking for any bargaining unit member with a temporary medical condition, including bargaining unit members in the last trimester of pregnancy, in accordance with existing practice.

#### 9.16 Recreation Discounts

All bargaining unit employees will receive a 50% discount on recreation center gym/weight room cards, a 20% discount on a recreation department individual or family pool pass, and a 20% discount on one recreation department class per season. These discounts apply only to bargaining unit employees and not family members with the exception of the family pool pass discount.

#### 9.17

All RFPs pertaining to a unit member's benefits shall be forwarded to the Union at the time of release.

## ARTICLE 10

### GRIEVANCES

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#### 10.5 Procedure

Step 1 [Formal/Immediate Supervisor] A written grievance must be presented to the immediate supervisor and Department Director by the Union within 30 calendar days from the date of the event giving rise to the grievance or the date on which the employee knew or should have known of the event giving rise to the grievance. The immediate supervisor/Department Director shall provide a written response within 7 calendar days of receipt of the grievance. If the Union is not satisfied with the response or no response is given, the grievance may be appealed to Step 2 to the Office of Human Resources in writing within 10 calendar days of receipt of the written response from the immediate supervisor.

Step 2 [Formal/Department Head - Upon receipt of a written appeal from Step 1, the department head or designated representative responsible for resolution shall provide a written response within 15 calendar days of receipt of the grievance. If the Union is not satisfied with the response or no response is given, the grievance may be appealed to Step 3 in writing within 10 calendar days of receipt of the written response from the department head.]

Upon receipt of a written appeal from Step 1, the CAO or designee shall meet with the Union and the Department within thirty (30) working days. The purpose of the meeting is to attempt to resolve the grievance. If the grievance is not settled at this meeting, the CAO or designee shall respond in writing to the grievance within forty-five (45) calendar days after the meeting.

#### 10.6 Waiver/Appeal

Failure of the Union to appeal a grievance within the specified time limits, from the date of receipt of the Employer's answer, unless otherwise waived, will result in the grievance being resolved based on the last Employer response. Failure of the Employer to respond within the specified time limits, unless otherwise waived, may be treated by the Union as a denial of the grievance at the applicable step.

#### 10.7 Mutual Waiver

The parties recognize and agree that the purpose of this procedure is to provide for equitable resolution of disputes. Therefore, in the administration of this procedure, the parties agree to interpret the terms of this procedure in a manner conducive to dispute resolution. In this

spirit, the parties may agree to waive time limits set forth in this procedure.

#### 10.8 Expedited Review

In disciplinary matters, the Union reserves the right to appeal the grievance directly to Step [2] 3.

#### 10.9 Grievance Preparation Time

Bargaining unit employees shall be given up to a maximum of [2] 3 hours to prepare a grievance filed under this Article. Release from work for the preparation of a grievance shall be subject to the approval of the employee's supervisor. Such a request shall not be unreasonably denied

[10.11] 10.10 A unit member must not be subjected to restraint, interference, coercion, discrimination, reprisal, harassment, or retaliation by the Employer in the exercise of his or her rights under this Article. The Union may file a grievance under this Article if it is believed that a bargaining unit employee has been subjected to any of the aforementioned conditions when exercising their rights under this Article.

#### 10.11 Alternatives to Arbitration

If the written Step 2 response from the Chief Administrative Officer does not resolve the grievance, the Union may, within thirty (30) business days of receipt of such response, request EITHER mediation under 10.12 below OR advisory arbitration under 10.13 below, subject to agreement by the Employer, in lieu of proceeding directly to arbitration. In the event the Employer declines the Union's request, the Employer shall submit to the Union the reason for declining the request.

#### [10.10(b)] 10.12 Grievance Mediation

- [(1) If the written Step 3 response from the Chief Administrative Officer does not resolve the grievance, the Union may, within 10 business days of receipt of such response, request mediation in lieu of proceeding directly to arbitration.
- (2) Mediators will be selected from a list jointly agreed upon by the parties.
- (3) The mediator's costs shall be equally shared by the parties.
- (4) The parties' participation in mediation shall be voluntary.

- (5) The mediator shall assist the parties in settling the grievance in a mutually satisfactory fashion.
- (6) The mediation procedure shall be informal, the rules of evidence shall not apply, and no record shall be made of the proceedings. The rules of procedure shall otherwise be established by the parties.
- (7) Nothing that is said by the mediator, or by the parties' representatives, during or surrounding the mediation, will be used or quoted outside the mediation without the prior consent of both parties.]

A Federal Mediation and Conciliation Service (FMCS) mediator shall be used by the parties for the purposes for mediation. Neither party shall utilize either the Office of the County Attorney or outside counsel in mediation.

#### 10.13 Advisory Arbitration

Advisory Arbitration. A Federal Mediation and Conciliation Service (FMCS) mediator shall be used by the parties for the purposes of advisory arbitration. At advisory arbitration each party's presentation will be limited to a brief oral argument, supporting documentation, and any witnesses. Presentations shall be limited to sixty (60) minutes. At the conclusion of the parties' presentations the arbitrator will recommend a resolution to the grievance. The advisory arbitration recommendation shall be confidential and shall not be referenced in any other forum. Neither party shall utilize either the Office of the County Attorney or outside counsel in advisory arbitration.

#### ~~[10.10(a)]~~ 10.14 Alternative Dispute Resolution Processes

The Union and the Employer share a joint interest in resolving disputes arising from the implementation of discipline and other terms and conditions of employment. In order to minimize these disputes and improve the efficiency of governmental operations, the parties agree to voluntarily utilize the following processes.

##### (a) Pre-discipline Settlement Conferences

- (1) After a statement of charges (includes intent to terminate actions based on unsatisfactory performance) is issued but before the notice of disciplinary action is issued, the parties may voluntarily agree to a pre-disciplinary settlement conference.
- (2) Up to 2 standing committees (with alternates) to review proposed discipline may be established.

- (3) Committee makeup – 3 members (1 Management rep., 1 OHR rep. and 1 Union rep.)
- (4) Participation is voluntary; the Office of Human Resources makes the final decision on whether to participate.
- (5) The Committee reviews the recommended level of discipline and the facts of the case and makes a non-binding recommendation. Each side is permitted to make a brief presentation before the Committee. Presentation and format shall be established by the Committee.
- (6) If parties agree with the recommendation of the Committee, Notice of Discipline is issued with no grievance. If Union disagrees with the committee's recommendation, it is free to grieve the Notice of Disciplinary Action. If County disagrees, it may go forward with the notice as originally proposed.
- (7) The settlement conference option will be considered a part of the informal resolution process of the contract grievance procedure, in using this process an employee waives any right to file with MSPB on suspensions, demotions and dismissal actions.
- (8) Committee members will not review discipline within their department.
- (9) Rules of procedure will be established by the parties.

[10.10(c)] 10.15 Mediation/Facilitation

The Office of Human Resources has an established mediation program. Employees may use this program to resolve employee/supervisory and other work place disputes. At any time, an employee/Union or supervisor may contact the Office of Human Resources to request such services. In such cases involving specific supervisory disputes, the mediator selected will be from the Office of Human Resources. The mediator will maintain the discretion to involve parties appropriate to the dispute. Mediation may be initiated by contacting the Labor and Employee Relations Team in the Office of Human Resources

## ARTICLE 11

### ARBITRATION

#### 11.1 Eligibility

Any grievance unsettled as a result of a Step [3] 2 response in Article 10 may be referred by either the Union or the Employer to arbitration under this Article. An individual employee



may not refer a grievance to arbitration.

## 11.2 Notice of Arbitration

Upon receipt of the written response in Step [3] 2, Article 10 or upon expiration of the [30] 45-day period referred to in Step [3] 2, either party may invoke arbitration by giving written notice to the other party within 45 calendar days after receipt of the response from the Chief Administrative Officer or designee. If mediation or advisory arbitration is requested and does not result in settlement of the dispute, either party may invoke arbitration by giving written notice to the other party within thirty (30) calendar days after the mediation or receipt of the advisory arbitration decision.

## 11.3 Arbitration Procedures

[Within 10 calendar days from receipt of a notice to arbitrate, the Union and the Employer shall select the arbitrator.

Selection of the arbitrator shall be from a panel of 5 qualified individuals taken from a list established by the Employer and the Union. The panel of arbitrators shall be taken in alphabetical order. An arbitrator currently scheduled to hear a grievance pending arbitration under this Agreement may not be placed on the subject panel. In the event the parties agree, for any reason, other sources for the selection of arbitrators may be used, e.g., the Federal Mediation and Conciliation Service. The parties shall alternately strike the proposed arbitrators from the panel until one remains.]

The requesting party shall contact the arbitrator selected and the parties shall agree upon a date for arbitration that is mutually convenient.

1. The arbitrator shall be chosen from a panel composed of persons agreed to by the parties. The arbitrators shall be selected to hear succeeding grievances in rotation in the order their names appear. If the arbitrator slated to hear a grievance cannot hold the hearing within a reasonable time however no later than sixty (60) days from the request unless otherwise mutually agreed to by the parties, the next arbitrator shall be selected.
2. The requesting party shall contact the arbitrator selected and the parties shall agree upon a date for arbitration that is mutually convenient.
3. At the time an arbitrator is notified of his or her selection for an arbitration, the parties shall provide the arbitrator with a copy of the Agreement, the County Collective Bargaining Law, the grievance, and the CAO response to the grievance.
4. The parties shall meet no later than seven (7) calendar days before the date of the scheduled arbitration. At the meeting the parties shall identify the issue(s), develop stipulations, and make a good faith effort to identify joint exhibits.

#### 11.4 [Powers of the Arbitrator] Arbitration

1. The arbitrator shall have no authority to amend, add to, or subtract from the provisions of this Agreement. The arbitrator shall make an award as he decides is proper under this Agreement and in consideration of applicable public law he deems relevant. The arbitrator's decision shall be final and binding on all parties. In accordance with the Annotated Code of Maryland, Title 3, Subtitle 2, of the *Courts and Judicial Proceedings* Article, the Arbitrator shall have the authority to issue subpoenas for any witness either party believes is relevant to their case.
2. Arbitrators are encouraged to set aside the first hour(s) of the scheduled hearing to encourage and assist the parties to resolve the grievance.
3. Each party may make an opening statement not to exceed 20 minutes in length, unless otherwise agreed to by the parties.

#### 11.5 Costs of Arbitration

The costs of arbitration shall be borne equally by the parties.

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### ARTICLE 13

#### WORK SCHEDULES; ATTENDANCE; HOURS OF WORK

##### 13.1 Work Schedules

[The work schedules for all employees must be determined by the Chief Administrative Officer. Department heads, under the supervision of the Chief Administrative Officer, must maintain on a current basis in the Personnel Office work schedules of employee groups under their supervision and obtain approval of the Chief Administrative Officer for any changes.]

The County has the management right to determine the hours when a facility, building, or service shall be in operation or available to County residents, and to determine its staffing needs during those hours of operation. Should the County change work schedules on a division, facility, or program wide basis, the County shall provide advance notice of the scheduling changes to the Union, and upon request, bargain with the Union regarding any bargainable aspects of the implementation of its staffing needs. The County will have no obligation to inform the Union of changes to the schedules of individual bargaining unit members.

\* \* \*

##### 13.4 Disciplinary Action for Noncompliance with Attendance Requirements and Procedures

Employees who fail to observe attendance requirements and procedures for recording and reporting of attendance are subject to whatever disciplinary action their department head or the Chief Administrative Officer deems necessary, which may include a deduction from the employee's pay or accrued annual leave when appropriate. However, the department head or the Chief Administrative Officer may consider whether discipline is appropriate in situations where the employee of the Union demonstrates that the absence is a result of extraordinary circumstances beyond the control of the employee.

\* \* \*

#### 14.14 Annual Leave Transfers

For the term of this Agreement, unit members who are married to [other unit members] another County employee will be allowed to transfer annual leave to their spouse, with the permission of their spouse, for childcare purposes (for care of dependent children under the age of 13 or older dependent children with medically certified disabilities). Annual leave transfers are permitted in increments of not less than 40 hours (parts of a full hour of leave cannot be transferred). Requests to transfer leave must be made on a form mutually agreed upon by the Employer and the Union.

\* \* \*

#### 15.7 Sick Leave Donor Program

The Sick Leave Donor Program allows bargaining unit employees who have achieved merit system status to give additional sick leave to eligible bargaining unit employees who have exhausted all types of accrued leave.

- (a) Approval of sick leave donations; employee eligibility to receive sick leave donations
  - (1) A department head, or designee (other than the employee's supervisor), will approve a sick leave donation for an employee who reports to the supervisor, only if the employee:
    - (A) has completed their probationary period and achieved bargaining unit status;
    - (B) has an extended illness or injury that causes the employee to be unable to work for more than 7 consecutive calendar days or the employee is the primary caretaker for the employee's spouse or child who has a serious health condition;
    - (C) has requested leave;
    - (D) has used all accrued annual leave, sick leave, personal leave, and compensatory time; and
    - (E) has submitted the following to the department head or designee (or another has submitted the following on the employee's behalf);

- (i) a Sick Leave Donor Program Authorization Form, with the appropriate portions completed;
  - (ii) a completed Sick Leave Donation Form that lists the names of the employees who are willing to donate sick leave and the amount of leave to be donated by each; and
  - (iii) a completed Medical Certification Form for Sick Leave or a written statement from the employee's health care provider stating:
    - (a) that the employee cannot perform the essential functions of the employee's position because of the employee's serious health condition, complications of pregnancy or childbirth, or recovery from childbirth; and
    - (b) the estimated date when the employee will be able to return to work; or
  - (iv) (a) a written statement from the employee's spouse or child's health care provider stating the employee is the primary caretaker for the employee's spouse or child who has a serious health condition, complications of pregnancy or childbirth, or recovery from childbirth; and
    - (b) the estimated date when the employee will be able to return to work.
- (2) In extenuating circumstances, the department head, or designee, may submit a written request to the OHR Director to waive the 7-day waiting period for an employee or the requirement that an employee has completed their probationary period and achieved bargaining unit status. Extenuating circumstances may include an employee who:
  - (A) used all the employee's leave for the employee's or a family member's serious health condition; or
  - (B) is part-time instead of full-time because of a serious illness or injury that required long-term treatment, if the serious illness or injury later prevents the employee from performing any work.
- (3) In a leave year, a department head or designee may approve up to 1040 hours of donated leave for a full-time employee and a prorated amount of donated leave for a part-time employee.
- (4) A department head, or designee, must not approve a leave donation for an employee who:
  - (A) resigns or is separated from County employment;
  - (B) is suspended, during the period of suspension; or
  - (C) is taking a leave of absence that is unrelated to an extended illness or injury.

- (5) A department head, or designee, must not approve a leave donation for an employee who is eligible for, or is currently receiving, disability leave or another benefit under a County or State program that provides full income maintenance payments for illness or injury. However, if the benefit from the County or State program is for medical expenses and not compensation for lost wages, the supervisor may approve a sick leave donation for the employee.

(b) Employee Eligibility to Donate Sick Leave

- (1) (A) A full-time employee donor must keep a balance of at least 80 hours of sick leave after donating sick leave.  
(B) A part-time employee donor who regularly works 40 or more hours per pay period must keep a balance of at least 40 hours of sick leave after donating leave.  
(C) A part-time employee donor who regularly works less than 40 hours per pay period must maintain a pro-rated amount of unused sick leave.  
(D) An employee may also donate annual leave in a minimum amount of eight (8) hours.
- (2) An employee must not donate sick leave after giving oral or written notice of retirement or resignation or after receiving written notice of separation from County employment.
- (3) Bargaining unit members who work with uniform service members covered by the FOP or the IAFF may receive from and donate sick leave to these employees, subject to contractual agreement by the FOP and the IAFF in their respective collective bargaining agreements.

\* \* \*

## ARTICLE 17

### DISABILITY LEAVE

#### 17.1 Definition

Disability leave is paid leave granted to an employee who is temporarily disabled as the result of an accidental injury or illness sustained directly in the performance of the employee's work, as provided for in the Workers' Compensation law of the State of Maryland.

#### 17.2 Eligibility

An employee who is temporarily disabled in the line of duty and unable to perform normal duties or an alternate duty assignment must be paid the difference between normal County salary and the amount received under the Workers' Compensation law for a maximum period of 18 months of the temporary disability. During the covered period of temporary disability, the Employer will adjust the employee's gross salary to account for the favorable tax treatment of the Workers' Compensation disability pay. Under no circumstances will the employee's adjusted net pay be less than 100 percent of the net pay that he or she received prior to the disability designation. After 18 months, if the employee remains temporarily disabled he/she may use accrued sick, annual or compensatory leave to make up the difference between Workers' Compensation benefits and full salary. When incapacitated for regular work assignments, the employee must be required to accept other work assignments for the period of recuperation if found physically capable or be ineligible for disability leave. The ability of the employee to work will be determined in accordance with the provision of the Executive Regulations on Disability as required by Section 33-100 of the Montgomery County Code.

- (a) An application for disability retirement, prior to the end of the 18-month cap, extends disability leave until such time as the Chief Administrative Officer renders a final decision on the disability retirement application.
- (b) An employee must promptly refund to the County a disability payment to which the employee was not entitled. If the employee does not refund the payment to the County, the employee will be subject to the provisions of Article 5, Section 5.19, *Employee Overpayments*.
- (c) Employees will not work their secondary employment while on disability leave as prescribed by the Worker's Compensation Law.

\* \* \*

## ARTICLE 19

### ADMINISTRATIVE LEAVE

#### 19.1 Approval Authority

Administrative leave is paid leave the Chief Administrative Officer or designee may grant to:

\* \* \*

- (g) A full-time or part-time merit system employee who is a member of a reserve the Armed Forces of the United States for training purposes not to exceed 15 days annually in accordance with State law.
  - (1) Application for administrative leave for military training should be made immediately upon receipt of orders for active duty for training.

- (2) Waiver of the 15-day limitation when 2 annual training periods are scheduled in one calendar year is permissible.
- (3) Department heads will alter the regularly scheduled work week of an employee who must report for reserve duty one weekend per month but who is regularly scheduled to work on weekends, provided that the employee gives the department head at least 21 days notice of weekend reserve duty.

\* \* \*

- (1) Bargaining unit employees who are registered voters and whose work schedules are such that they do not have two hours of continuous off-duty time to vote during the time the polls are open shall be given administrative leave for a period not to exceed 2 hours on election day in order to cast a ballot in state, county, and federal primary and general elections. Employees who utilize this provision must furnish proof that they voted or attempted to vote.

\* \* \*

#### 20.12 Personal Leave and Compensation

- (a) At the beginning of each leave year employees will receive three personal leave days. Personal leave must be used in the leave year which it is granted and cannot be carried over to the next leave year. Employees desiring to use their personal leave days on holidays recognized previous to this Agreement may do so subject to operational needs, such as knowledge, skills and abilities, as determined by the Employer. Requests to use personal leave days will need to be scheduled and authorized in the same manner as annual leave is scheduled. The personal leave benefit will be pro-rated for part-time employees consistent with Article 20.11.
- (b) Employees in positions that require 24-hour shift coverage or in Transit Services are eligible to receive one personal leave day, but will also receive at the beginning of each leave year compensatory time as follows:
  - (1) for employees whose regular work day is 8 hours shall receive 22 hours of compensatory time;
  - (2) for employees whose regular work day is 9 hours shall receive 24 hours of compensatory time; and
  - (3) for employees whose regular work day is 10 hours shall receive 26 hours of compensatory time.

(4) for an employee whose regular work day is 12 hours shall receive 30 hours of compensatory time.

[4] (5) At the end of the leave year such employees may receive payment for any compensatory leave balance up to the amount they were credited under (b)(1)-(3) above. In order to receive payment an eligible employee must advise the County in writing of their desire to be paid off for such compensatory time by February 15<sup>th</sup> for the previous leave year.

The compensatory time will be pro-rated for part-time employees consistent with Article 20.11.

## ARTICLE 21

### BENEFITS

\* \* \*

#### 21.3 Employee Benefits Committee

- (a) The parties hereby jointly establish an Employee Benefits Committee for the purpose of maintaining high quality employee benefits, efficiently provided to County employees at a reasonable cost and to study benefit cost containment programs. The Committee shall consist of 4 members appointed by the County, and 4 members appointed by the Union. Either party may remove or replace its appointees at any time.

In addition, either party may appoint one or more outside consultants (whose compensation shall be the responsibility of the appointing party) who shall be permitted to attend all Committee meetings and who shall advise the Committee members on subjects under Committee review. Upon request, either party shall promptly submit to the other party relevant information within a party's possession, custody or control for review by the other party and/or its consultant(s). The Chair of the Committee will rotate each January 1 from a County designee to a Union designee, and vice versa each July 1. The initial Chair shall be a County designee.

The purposes and functions of the Employee Benefits Committee shall be to:

- (1) review existing employee benefits and their provisions, and including cost containment; and
- (2) make findings and/or recommendations to the parties regarding changes in employee benefits.

The Committee shall meet not less than once a month during the months of February through mid-November. Meetings during the period of mid-November



through January 31 may be scheduled upon mutual consent by the parties. A quorum for conducting business shall consist of at least 3 members appointed by each party.

\* \* \*

#### 21.10 Tuition Assistance

The County will increase the maximum annual allowance payable under the Employee Tuition Assistance Program to [\$1230 for FY 2005] \$1530 for FY 2008, to [\$1330 for FY 2006] \$1630 for FY 2009, and [\$1430 for FY 2007] \$1730 for FY 2010. The employee must remain employed for at least 2 years after completion of any course funded in whole or part by the County, or pay back the County a pro-rated portion of the funds received.

\* \* \*

### ARTICLE 28

#### DISCIPLINARY ACTIONS

\* \* \*

##### (e) Suspension

- (1) A suspension is an action that places an employee in a LWOP status for a specified period for a violation of a policy or procedure or other specific act of misconduct. A suspension shall not exceed 5 work days unless authorized by the Chief Administrative Officer. Under no circumstances shall a suspension exceed 30 calendar days.
- (2) [Because it is inconsistent with the employee's FLSA-exempt status, the department director must not impose a suspension on an exempt employee unless the suspension is for a full workweek from Sunday to Saturday or for multiple full workweeks]

Based on the revised FLSA Regulations issued by the Department of Labor, a department director may now impose disciplinary suspensions of one or more full days on an exempt employee for infractions of workplace conduct rules.

\* \* \*

#### 28.6 [Disciplinary] Investigative Examinations

- (a) The Union shall be given the opportunity to [be represented] represent a bargaining unit employee at any examination of an employee in the bargaining unit by a representative of the Employer [in connection with an investigation] if:

- (1) the examination is investigative in nature,
  - [1] (2) the employee reasonably believes that the examination may result in disciplinary action against the employee, and
  - [2] (3) the employee requests representation.
- (b) If an employee requests to be represented at such an examination, the Employer will delay the examination for a reasonable time, not to exceed 120 minutes, to permit the employee the opportunity to arrange representation. Such time shall not unreasonably delay the interview by the Employer. While the employee may request a specific Union representative, the employee does not have the right to have a specific Union representative present at the examination. The parties agree to conduct themselves in a civil and respectful manner. An Employer representative may not dictate, suggest, or otherwise seek to influence the employee as to whom from the Union may represent the employee at the examination.
  - (c) The Employer is free to terminate any examination of an employee in connection with an investigation at any time for any reason.
  - (d) The Union shall have no right to represent an employee who is examined as a witness or third party in an investigation or to represent an employee who is being counseled by a representative of the Employer concerning conduct, performance, or any other similar or like work-related matter.
  - (e) The employee must answer all work-related questions truthfully, promptly and completely.
  - [f] Upon request the Employer shall provide to the Union all supporting documentation to a disciplinary action. The Employer may sanitize this documentation to protect privacy.
  - [g] Prior to the commencement of any [disciplinary] investigative examination of a bargaining unit member, the supervisor should remind the employee of his/her right to union representation during the examination.

#### 28.7 Rights of Union Representatives During [Disciplinary] Investigative Examinations

- (a) When a steward or other Union representative arrives at the request of the bargaining unit employee, the [supervisor] Employer representative must inform the [steward] Union representative of the subject matter of the interview; i.e. the type of misconduct for which discipline is being considered (theft, tardiness, etc.).

- (b) The [steward] Union representative must be allowed to speak during the interview. However, the [steward] Union representative does not have the right to bargain over the purpose of the interview.
- (c) The [steward] Union representative can, however, request that the [supervisor] Employer representative clarify a question so that the worker can understand what is being asked.
- (d) When the questioning ends, the [steward] Union representative can provide additional information to the [supervisor] Employer representative. Before providing such information, the Union representative and the employee may briefly meet privately for purposes of discussion.

## 28.8 Official Vehicle Operators

Complaints against unit members driving County vehicles while in the performance of their official duties or driving official vehicles at any time shall only be placed in the official personnel files and subject to discipline by management only after receipt of a written complaint, signed by the person making the complaint, or a complaint transmitted by e-mail that identifies the complainant by name and the complainant's contact information.

\* \* \*

## ARTICLE 29

### LABOR MANAGEMENT RELATIONS COMMITTEE (LMRC)

\* \* \*

29.4 The Employer and the Union will establish a County-wide LMRC. This Committee shall be comprised of a maximum of 5 representatives of the Employer, including a representative from the Office of Human Resources to serve as the chair of the employer representatives, and a maximum of 5 representatives of the Union. The Committee shall meet at least quarterly (additional meetings may be scheduled by mutual agreement), to discuss issues that have not been resolved at the department level LMRC or the issue has County-wide implications. Further, the County-wide LMRC shall discuss and vote upon whether to adopt recommendations. Any recommendation which receives a majority vote will be implemented. A fund of \$100,000 each year of the agreement shall be established (to be expended on implementation of recommendations). Any monies not utilized will be rolled over to the next year. The Committee shall not negotiate with regard to matters affecting working conditions or discuss grievances. The Employer and the Union shall exchange proposed agenda items 2 weeks in advance of each meeting.

29.5 The Union and the County mutually agree that employee's safety and health is a primary concern and that every effort shall be made to promote safe equipment, safe work habits, and safe working conditions. Accordingly, the parties agree to establish a Safety and Health sub-

committee. This sub-committee shall be comprised of a maximum of 3 representatives of the Employer, including a representative from the Office of Human Resources to serve as the chair of the employer representatives, and a maximum of 3 representatives of the Union. One LMRC representative designated by the County and one LMRC representative designated by the Union shall serve simultaneously as members of the Health and Safety sub-committee. The sub-committee shall select a chair and said position shall be rotated between the County and the Union on a yearly basis. Recommendations adopted by the sub-committee shall be forwarded to the LMRC.

29.6 The Union and the County mutually agree agree to establish a building maintenance sub-committee. This sub-committee shall be comprised of a maximum of 3 representatives of the Employer, including a representative from the Office of Human Resources to serve as the chair of the employer representatives, and a maximum of 3 representatives of the Union. One LMRC representative designated by the County and one LMRC representative designated by the Union shall serve simultaneously as members of the Building Maintenance sub-committee. The sub-committee shall select a chair and said position shall be rotated between the County and the Union on a yearly basis. Recommendations adopted by the sub-committee shall be forwarded to the LMRC.

29.7 The County shall provide training to all LMRC and Safety and Health sub-committee members each year.

29.8 In order to further facilitate a productive relationship, the Employer and the Union shall develop joint training in conflict resolution and make such training available to supervisors and stewards.

\* \* \*

## ARTICLE 32

### TOOLS AND UNIFORMS

\* \* \*

#### 32.2 Tool Allowance

Consistent with this Article, the Employer will provide quarterly payments to eligible employees to be used for the replacement of tools. Employees must provide receipts for the full amount of the tool allowance. Failure to present receipts equal to or greater than the tool allowance will result in tax consequences and consideration of the tool allowance as income. The schedule for the annual tool allowance will be as follows:

Bargaining Unit Occupational Class	[FY06] [FY07] <u>FY08</u>
Mechanic Autobody Repairer Mechanic Leader Welder*	[\$615] [\$640] <u>\$675</u>

Apprentice Mechanic	[\$515] [\$540] <u>\$575</u>
Mechanic Helper	[\$415] [\$440] <u>\$475</u>

\*NOTE: Welder must maintain tools at Mechanic level and will be called upon, as an assignment of work, to perform Mechanic work from time to time.

\* \* \*

### 32.5 Uniforms For Employees

\* \* \*

#### (d) Safety Apparel/Equipment

\* \* \*

- (3) The County shall contribute up to [\$350 during FY05] \$365.00 during FY08 toward the purchase of safety shoes by employees, as required or recommended by management. From the date of receipt, this is the total amount an employee shall receive for a 3-year period. To receive this reimbursement the employee must: present a valid receipt for the purchase of the shoes to his or her assigned Department or Agency; the shoes must fit the job assignment to the bargaining unit employee as determined by Risk Management, and the shoes must comply with American National Standard Institute (ANSI) safety standard ANSI: Z41-1983, or subsequently adopted appropriate ANSI standard.

#### (e) Uniform Shoe Alternative

Employees in the bargaining unit who are required to wear a department issued uniform shoe, will be permitted to wear an alternate shoe as approved by their department. In such instances, the employee will receive up to [\$85] \$95 to be used towards the purchase of the departmental approved alternative.

\* \* \*

## ARTICLE 33

### LIGHT DUTY

\* \* \*

### 33.3 Requests and Assignment of Light Duty Work

- (a) All requests for light duty work assignments are to be treated fairly by each department and the Occupational Medical Services unit.

- (b) Applications for light duty assignment, available through the Occupational Medical Services' intranet site and the employee's Department, must be completed by the employee and submitted to his/her Department Head or designee. This application must be accompanied by a copy of the Health Status Report from Occupational Medical stating that the employee is temporarily unable to perform his/her regular duties due to medical reasons.

\* \* \*

- (i) Light duty work assignments will not exceed 6 months [without the recommendation of the Employee Medical Examiner and the written approval of the Chief Administrative Officer. In extraordinary circumstances, requests for extension may be made by the employee in writing in advance of the 6-month deadline.] At the [time of the extension,] expiration of the 6 month period the Employee Medical Examiner shall also recommend whether a reasonable accommodation or other administrative action should be pursued. [Extensions of light duty assignments may not exceed an aggregate of 6 months.]

\* \* \*

## ARTICLE 34

### SAFETY AND HEALTH

\* \* \*

#### 34.6 County Government Facility Closings

[Facilities may be closed and employee status determined in accordance with Administrative Procedure 4-21, *Inclement Weather and General Emergencies*, dated July 12, 1991.]

In the event of a breakdown of equipment, power failure or other adverse situation resulting in a closure of a facility, including but not limited to a closing at the direction of MOSH, after joint inquiry by the CAO or designee and the Union, employees with two hours or less left in their scheduled workday will be granted up to two hours administrative leave. Employees with more than two hours left in their scheduled workday will be reassigned to a different work site, with priority given to the sites requested by the employees absent contrary staffing concerns, or may use annual leave in lieu of working the rest of their shift. Employees in essential operations may be asked to work on a day when operations are officially closed. In the event the County knows a facility is closed prior to the start of the first shift, the County will make a good faith effort to notify employees to report to another location or request annual leave.

\* \* \*

#### 34.9 Flu Shots

Upon request, and contingent upon the availability of vaccine for individuals not in medically at-risk categories, the County shall provide flu [shots] vaccinations [to employees in the following departments or job classes at no cost:

Corrections and Rehabilitation  
Sheriff's Office  
Health and Human Services  
Public Libraries  
Bus Operators]

to bargaining unit employees at no cost.

\* \* \*

#### 34.13 Implementation of New Equipment

[The County agrees to consider and favorably resolve any health and safety concerns that arise from the implementation of new equipment and processes.]

In the event automation or automation related change will eliminate any positions from the bargaining unit, reasonable efforts will be made to offer the affected bargaining unit members positions in the bargaining unit comparable to the ones held at the time their work and services are automated, with the intention to avoid layoffs or demotions.

\* \* \*

#### 34.15 Facilities Committee

[The Union may submit to Departmental LMRCs issues concerning the status of County facilities, such as: lighting, rest rooms, telephones, employee lockers where provided, and general cleanliness of facilities.]

The following topics will be discussed at the Safety and Health subcommittee of the Countywide LMRC: pest control policy, security offices, home visits/investigations, public access, mold/mildew abatement, furniture enhancements, and parking lot lighting. The following topics will be discussed at the building maintenance subcommittee of the Countywide LMRC: facilities, and furniture enhancements.

#### 34.16 Procedures for Use of Respiratory Protection Equipment

\* \* \*

- (j) The following bargaining unit job classes are impacted:
- (1) Deputy Sheriff I;
  - (2) Deputy Sheriff II;
  - (3) Deputy Sheriff III;
  - (4) Community Health Nurse II;
  - (5) Nurse Practitioner;
  - (6) Laboratory Assistant;

- (7) Correctional Dietary Officer;
- (8) [Master Correctional Officer] Sergeant (DOCR and Sheriff);
- (9) Correctional Officer I;
- (10) Correctional Officer II;
- (11) Correctional Officer III;
- (12) Environmental Health Specialist, and
- (13) other classifications and/or positions mutually agreed upon during the term of this Agreement.

\* \* \*

34.19 Desktop cleaning products will be provided to all bargaining unit workstations.

34.20 The County shall furnish to the Union annually (a) a copy of OSHA Form 300, Log of Work-Related Injuries and Illnesses, with the names of the employees deleted, and (b) a copy of OSHA form 300A, Summary of Work-Related Injuries and Illnesses. These forms combine work related injuries sustained by bargaining and non-bargaining unit employees.

34.21 In the case that a bargaining unit member is exposed to a suspected biological or chemical attack within County worksites, the County shall offer tests for bargaining unit members within the affected work areas at no cost to the bargaining unit members.

\* \* \*

## ARTICLE 36

### UNION ACTIVITIES

\* \* \*

36.2 Paid time used under this Article shall be charged to administrative leave. There shall be established an Administrative Leave Bank [of 700 hours] a maximum of 840 hours per year for use by SLT Unit Council representatives and [1300 hours] a maximum of 1560 hours per year for OPT Unit Council representatives as defined in this Agreement. Any leave used under this procedure shall be recorded and charged in accordance with procedures agreed upon by the parties. The Union shall make every effort to give as much advance notice as possible. Leave not used in any year shall not be carried over to the next year.

\* \* \*

36.5 Administrative Leave for Secretary/Treasurer

The Secretary/Treasurer shall be released from work [40] 80 hours per pay period to engage in representational activities of the Union. Each member of the bargaining unit will be assessed ½ hour for each year of this Agreement of annual or compensatory leave, which leave shall be contributed to an administrative leave bank for the purpose of providing administrative



leave to the Secretary/Treasurer.

#### 36.8 County's Inter-office and Electronic Mail Systems

- (a) The Union may send and receive mail through the County's inter-office and electronic mail systems.
- (b) Union offices shall continue to be a County mail delivery site.
- (c) Mail transmitted through [this system] inter-office and electronic mail systems shall be limited to normal business correspondence and shall not be used for bulk mail purposes.
- (d) [The County will establish a dial-up account and provide the necessary e-mail software and "in-fokey" hardware in order for the Union to read and post notices or messages on an electronic bulletin established for MCGEO.] Any material that is placed on [this] the electronic bulletin board [space] (established for MCGEO to read and post notices or messages) that is in any way detrimental to the labor-management relationship may be removed by either party. The Union is responsible for maintaining the electronic bulletin board site.

\* \* \*

#### 41.5 MCGEO Deferred Compensation Plan

Upon notice by the Union that the Union deferred compensation plan is prepared to accept auto enrollments, the Employer agrees to withhold from unit members' biweekly pay such contributions as specifically directed by the Union or its administrator. Union or its administrator is responsible for notifying Employer of any contribution change. Employees may opt out of any auto enrollment program at anytime in accordance with terms established by the Union and such opt out requests shall be transmitted to the employer by the Plan or its administrator for processing consistent with existing protocol for contribution changes. The Union will administer the auto enrollment arrangement in accordance with all applicable state and federal laws, including but not limited to:

- preparing and distributing all required notices on a timely basis;
- processing withdrawals of contributions made within the first 90 days of participation;
- establishing default investment.

#### ARTICLE 42

##### DURATION

This contract embodies the whole agreement of the parties and may not be amended during its term except by mutual written agreement. This Agreement shall become effective July

1, [2004] 2007, and terminate June 30, [2007] 2010. Renegotiation of this Agreement shall begin no later than November 1, [2006] 2009, and shall proceed pursuant to the County Collective Bargaining Law.

\* \* \*

## ARTICLE 49

### RE-OPENER

#### 49.2 [Reopener for Third Year

- (a) For 3rd year in November, 2005 (July 1, 2006-June 30, 2007):
  - (1) Article 41, *Retirement*, and Article 44, *Defined Contribution Plan*, if the June 30, 2005, valuation shows a funded ratio of 90 percent or more;
  - (2) Article 21, *Benefits*; and
  - (3) Article 13.3, *Attendance Policy* (Correction and Transit Employees pilot program) Appendix XI.
- (b) The parties agree to submit one or more of the items listed below to departmental LMRC's for consideration and resolution. The items listed in subsection (d) below, except for the subject covered by (d)(1), will be subject to this 3<sup>rd</sup> year reopener unless resolved on or before November 1, 2005.
- (c) The County has previously identified a number of items on this list as non-negotiable and reserves the right to reassert this claim during the reopener.
- (d) Reopener Issues Specific to Department, Worksite, or Job Class
  - (1) In Appendix I to this Agreement (Sheriff's Office), the parties agree to a reopener on all terms and conditions of employment concerning the Sheriff's Office, except for economic matters, upon enactment of a State law that clarifies that the Sheriff's Office is covered by the County Collective Bargaining Law. Such re-opener shall be conducted in accordance with Section 33-108 of the County Collective Bargaining Law.
  - (2) Make the following changes to Appendix II to this Agreement (Department of Health and Human Services):
    - (A) In item #1, add after last sentence, "The staff conducting these types of visits shall be issued cell phones for safety."
    - (B) Add as new item, "Enhance lighting in the garage at 401 Hungerford Drive."

- (C) Add as new item, "Access to work/office areas shall be secured from the public with a keyless entry or pass card system."
  - (D) Add as new item, "Install panic buttons in all group rooms that currently do not have them."
  - (E) Add as new item, "Enhance lighting in parking lot at 1301 Piccard."
  - (F) Add as new items under heading, "School/Public Health."
    - (i) "School Health Aides shall not be asked to administer medical treatments that, otherwise, should be performed by a nurse."
    - (ii) "All health rooms shall be adequately equipped with appropriate equipment and supplies to include computers and separate examination rooms, office space, and student recovery areas."
- (3) Make the following changes to Appendix III to this Agreement (Department of Police, Crossing Guards, Forensics Specialists, and Police Services Aides):
- (A) Add as new item, "All Crossing Guards shall be issued a cellular telephone, exclusively programmed to 911."
  - (B) Add as new item, "Crossing Guard Pay Schedule:"
    - "Schedule A Substitute Guards on-call during the day shall receive a minimum of 5 hours of pay per day."
    - "Schedule B A Guard working 3 or 4 times a day, at 2 separate locations, shall receive a minimum of 4 hours of pay per day."
    - "Schedule C A Guard working 3 times a day, at 2 separate locations, shall receive a minimum of 3½ hours of pay per day."
    - "Schedule D A Guard working 2 times a day, whose crossing is over ½ hour each, shall receive a minimum of 3 hours of pay per day."
    - "Schedule E A Guard working 2 times a day, whose crossing is over ½ hour each, shall receive a minimum of 2½ hours of pay per day."
  - (C) Add as new heading, "Police Service Aides", and place the following items under it:
    - (i) "Install bullet-proof glass in all front desk areas."
    - (ii) "Fire extinguishers and first aid kits shall be provided and readily accessible to all PSA's."
- (4) Add the following as new items to Appendix IV to this Agreement (Department of Correction and Rehabilitation):

- (A) "CHN IIs required to work a shift that begins between the hours of 11 a.m. and 3 p.m. shall receive a \$3.50/hr shift differential for each hour worked and a \$4.00/hr for each hour worked on a shift that begins on or after 7 p.m. and before 6 a.m."
  - (B) "CHNs required to work on Saturday or Sunday will be given a \$4.00 per hour weekend differential for all hours worked on any shift between 7:00 p.m. Friday through 6 p.m. Sunday."
  - (C) "The Department will purchase 4 additional metal detection wands for each unit at PRC."
  - (D) "The Department will purchase personal monitor emergency devices similar to the ones currently in use at MCDC and MCCF, for all staff at PRC."
  - (E) "The Department will install 10 new color cameras at PRC, one to monitor each of the following areas:
    - in each unit upstairs (total of 4 units)
    - on the porch/patio of each unit (total of 4 units)
    - in the long main hallway
    - in the recreation yard."
  - (F) "The Department will install a secure perimeter fence around the recreation yard."
  - (G) "The Department will install a stand alone metal detector at the front entrance to the PRC to scan visitors and residents entering the facility. The Department will provide staff to man the metal detector during visiting hours."
- (5) Add the following as new items to Appendix V to the Agreement (Department of Liquor Control):
- (A) "The Department shall reduce the height of stacked product in the stores and warehouse."
  - (B) "The Department will offer all full-time positions to its part-time employees prior to hiring any new staff."
- (6) Make the following changes to Appendix VI to the Agreement (Department of Public Works and Transportation):
- (A) Under the heading "Transit Services - Ride-On" add:

- (i) "The findings of the Accident Review Committee are grievable under Article 10 of this Agreement. The Committee shall make a preliminary assessment of the accident "preventability," based on the file, prior to receiving testimony from the Operator."
  - (ii) "Operators reserve the right to eject unruly passengers."
  - (iii) "No disciplinary action shall be taken against an Operator who is captured on camera 'running' a red traffic light."
  - (iv) "Transit Coordinators shall be trained in conflict resolution, effective interpersonal communications, and how to manage and defuse hostile situations."
  - (v) "A committee consisting of 2 drivers, one coordinator and 3 management representatives shall be established to review the Accident Review Committee and the accident review process. The committee will be convened in July 2004 and will make recommendations to the parties no later than December 31, 2004. If either party disagrees with the findings of the committee, the impasse resolution process set forth in the Collective Bargaining Law shall apply."
  - (vi) "When inclement weather conditions cause the Employer to curtail service, the employees shall receive their scheduled daily pay."
- (B) Add a new heading, "Security Section" and include the following items under it:
- (i) "All Security Officers shall attend applicable courses offered at the Montgomery County Police Academy."
  - (ii) "All Security Officers shall be issued the following equipment:
    - (a) extendable baton (ASP);
    - (b) Taser gun;
    - (c) lightweight body armor with trauma plate;
    - (d) one pair of handcuffs;
    - (e) OC spray; and
    - (f) hand held radio with charger and lapel microphone with direct access to ECC."
- (C) Add a new heading, "Fleet Management" and include the following items under it:
- (i) "The County shall maintain maintenance staffing levels for Ride-On buses consistent with FTA Standards of 2.6 vehicles per maintenance employee."
  - (ii) "The County shall implement the recommendations found in the Diesel Exhaust Survey dated 1/30/01."

- (7) Add a new Appendix IX for Department of Public Libraries and include the following item:

"Short Change Differential

Bargaining unit members who are subject to short (shift) changes shall be paid a \$2.00 per hour premium for all hours worked on the shift following the short change."}]

Reopener for Second Year

For second year of the contract in September 2007 (effective July 1, 2008 – June 30, 2010):

- (1) Article 21, Benefits (including post employment benefits for future retirees);  
(2) Articles 41 and 44.

Further, the parties agree to work collaboratively to coordinate efforts to cost and analyze proposals prior to September. The parties shall submit their respective proposals, with cost estimates, on September 15, 2007. In the event the parties are unable to reach agreement, the parties shall submit final offers to impasse arbitration per the County Collective Bargaining law no later than December 1, 2007.

\* \* \*

ARTICLE 53

SUBSTITUTE, SEASONAL, AND TEMPORARY EMPLOYEES

53.1 Wages

- (a) Substitute and temporary unit members who encumber OPT and SLT bargaining unit positions shall be eligible for service increments, consistent with the provisions of Article 6 of this Agreement, after working a total of 1040 hours. In addition, these employees shall receive the general wage adjustment for each year of the Agreement provided in Article 5, Section 5.2 of this Agreement.
- (b) Seasonal employees on the Seasonal Salary Schedule who do not encumber OPT/SLT unit positions shall receive [~~\$ .20~~] \$ .40 per hour increase across the board effective the first full pay period in July, [~~2004~~] 2007; [~~\$ .10~~] \$ .45 an hour effective the first full pay period in July, [~~2005~~] 2008; and [~~\$ .10~~] \$ .45 an hour effective the first full pay period in July, [~~2006~~] 2009.

\* \* \*

53.5 Personal Leave

The qualifying substitute and temporary employees in the bargaining unit, as defined by Section 33-102(4)(h) of the County Code, shall receive one (1) personal day per year after working 1040 hours.

#### ARTICLE 54

#### UNION EMBLEM

- 54.1 The employer will determine the size and location of a Union decal which will be displayed on all County vehicles assigned to bargaining unit members as take home vehicles.

## APPENDIX I

### OPT UNIT

### SHERIFFS

- (a) The clothing allowance shall be [~~\$1,100~~] \$1,175.
- (b) Procedure for Payment of Clothing Allowance
  - (1) The clothing allowance shall be paid to the member in quarterly installments every 3 months from the time the unit member is assigned. The amount paid to the unit member shall be pro-rated and paid, on a quarterly basis, in January, April, July and October.
  - (2) Unit Members transferred to a position that is a non-uniform capacity shall receive a clothing allowance advance under the following conditions:
    - (A) the member must be transferred from a uniform to a non-uniform status for at least 2 full pay periods;
    - (B) the member must not have worked in the past calendar year in a unit that receives a clothing allowance; and
    - (C) the advance received shall be equal to the amount the member is entitled to annually.
- (c) Shoe Allowance for Non-uniformed Employees

Unit members receiving a clothing allowance shall receive [~~\$95.00~~] \$105.00 per year for shoes, to be paid as provided in (b) of this Article.
- (d) Deputy Sheriffs will receive the above allowances unless otherwise required to wear uniforms.
- (e) Deputy Sheriffs who have their police powers removed will not be entitled to clothing allowances during the period of removal.
- (f) The Employer will provide a cleaning service to those employees receiving a clothing allowance.
- (g) Shoe Allowance for Certain Uniformed Officers



Unit members requiring irregular shoes sizes that are considered "hard to fit", i.e. size not available through supply, shall receive an annual shoe allowance of [~~\$115.00~~] \$125.00.

- (h) Canine officers shall be compensated for the care and maintenance of the canine based upon their regular hourly deputy sheriff rate. Time allowed for care and maintenance shall be .5 hours per day. The officer shall be paid at the overtime rate for care and maintenance for hours in pay status in excess of 40 hours in a work week. The officer shall not be compensated for care and maintenance of the canine on any day in which the canine is housed in a kennel for the entire day (12 midnight to 12 midnight).
- (i) During the term of this Agreement, the Employer shall:
  - (1) allocate up to \$50.00 per Deputy Sheriff for the purchase of business cards; and
  - (2) allocate up to \$25.00 per Deputy Sheriff for the purchase of hand held radios and accessories.
- (j) The County shall provide the Union with a side letter on vehicles.
- (k) The salary schedules for Deputy Sheriffs are found in Appendix VII of this Agreement.
- (l) With the prior approval of the Sheriff, a deputy sheriff who is on extradition overnight for one (1) or more nights shall receive four (4) hours of compensatory leave for one night only.
- (m) Deputies shall be permitted to have one pair of shoes per year repaired.
- (n) The parties commit to work together in an attempt to locate and secure space for a workout facility.
- (o) The parties commit to work together in an attempt to locate and secure space for locker rooms.
- (p) An employee who works a hospital guard detail shall be paid for a minimum of three (3) hours at one and one half (1½) times his/her regular rate of pay.
- (q) Work Outside Published Schedules. If the Sheriff's Office requires deputies to work outside their published, scheduled hours and days and fail to provide the notice negotiated between the sheriff's office and

- MC GEO, the deputies shall be paid overtime for all hours worked.
- However, an employee's schedule may be changed upon mutual agreement of the deputy and a supervisor.
- (r) The Sheriff's Office will award annual physical fitness incentives to encourage all deputies to remain in their best physical condition.
- (i) Program Established. A voluntary physical fitness testing process is hereby established. This test will be offered annually to all unit members. Best efforts shall be made to schedule unit members up to three (3) hours to take this test while on duty as determined by the Sheriff or designee. However, unit members whose work schedule requires that the test be taken while off duty will be granted hour-for-hour compensatory leave (up to three hours), during the administrative pay period in which the test occurs, for time spent participating in the test.
- (ii) Test. The components of the fitness test will include body fat composition, aerobic endurance, muscular strength, and endurance and flexibility assessments. These components will be measured through the following means:
- Push-ups  
Sit-ups (modified)  
3 mile walk or 1.5 mile run  
Abdominal Stretch  
Body fat composition measurement [or, at officer discretion, pull-ups or flexed arm bar hang]
- (iii) Points. Point schedules for tests will be developed, which will result in the establishment of three award categories as follows:
- |                     |              |
|---------------------|--------------|
| <u>Outstanding:</u> | <u>90+</u>   |
| <u>Excellent:</u>   | <u>80-89</u> |
| <u>Good:</u>        | <u>70-79</u> |
- (iv) Awards. Unit members who qualify for an award based upon their test results will receive an annual grant of paid administrative leave in the following amounts, to be used within a year of the date of the test:
- |                     |                 |
|---------------------|-----------------|
| <u>Outstanding:</u> | <u>20 hours</u> |
| <u>Excellent:</u>   | <u>16 hours</u> |
| <u>Good:</u>        | <u>12 hours</u> |
- (s) Deputy Sheriffs who work a ten hour shift that includes the period 11:00 pm to 5:00 am shall receive the same hourly shift differential under Article

5.3(a) as employees who work on a shift that begins between the hours of 11:00 pm and 5:00 am.

## APPENDIX II

### OPT Unit

#### DEPARTMENT OF HEALTH AND HUMAN SERVICES

- (a) A bargaining unit member shall not be required to conduct home visits, transport clients, or perform investigative activities alone or unassisted when, based upon the reasonable judgment of the bargaining unit member, there is a known or perceived dangerous situation. If an employee is concerned about a safety problem he or she shall ask for assistance from their supervisor who will reasonably determine what assistance is needed, and if necessary make available a second employee or facilitate a police escort. The County agrees to ensure that a sufficient number of cellular telephones will be made available to the ACT Team and Child Welfare bargaining unit employees who have duties consistent with Appendix II.
- (b) The County shall purchase safe needles for use by Nurses and Technicians and maintain a needle stick and sharp instrument protection policy.
- (c) The Department shall continue to adhere to the Maryland Nurse Practice Act.
- (d) Each school health room shall have appropriate medical supplies and equipment as determined by the Nurse Manager in consultation with the health room staff.
- (e) Aging and Disabilities: Prior to a person on-call being sent into the field, the supervisor shall review the need to dispatch a Nurse or Social Worker, or other employee.
- (f) The County shall work with the Union to establish a savings plan through the Credit Union to allow school based and other ten-month employees to have an income stream during the summer months.
- (g) School based health staff will be placed on administrative leave when all MCPS schools are closed due to inclement weather. If individual schools are closed, health room staff are to contact their Nurse Administrator/ Manager directly or through the school health services office for an alternate assignment. If an alternative assignment is not available, the unit member shall be placed on administrative leave. Year round staff are expected to remain in work status when schools are closed except that

unit members may request annual leave in accordance with Article 14, Section 14.6.

- (h) [A joint HHS/MCGEO committee will be established to identify the need for panic buttons in interview/group rooms. Panic buttons will be installed subject to budgetary limitations] The County will continue to install panic buttons in group rooms, to be completed by June 1, 2008. The Union will do a walkthrough with the Department to identify rooms.
- (i) HHS and the Union agree that employees who work beyond the regular work day must have prior supervisory approval and must be compensated in compliance with Article 5 of the Agreement. The subject matter of whether overtime is needed within the Department will be forwarded to the Countywide LMRC for consideration.
- (j) The County and the Union agree that this Agreement does not provide workload and caseload assignment standards. This provision does, however, represent the parties' best efforts to assess the staffing needs of DHHS and work in partnership to improve the quality of services wherever possible.

To that end, the Union will identify programs within HHS where concerns regarding the absence of staffing and caseload standards are identified. If caseload standards for that program do not exist, a committee comprised of 3 MCGEO representatives and 3 management representatives will meet to assess the caseload and staffing ratios. The committee will submit findings and recommendations to the Department Director and the Countywide LMRC no later than December 1, 2008.

- (k) Personal safety and security training seminars will be offered to all employees assigned to the site. Signs will be posted in the parking lot that will state that the lot is monitored by security patrols. Security will continue to provide safety escorts to employees upon request. (401 Hungerford Drive)
- (l) Personal safety and security training seminars will be offered to all employees assigned to the site. Signs will be posted in the parking lot that will state that the lot is monitored by security patrols. Security will continue to provide safety escorts to employees upon request. (1301 Piccard Drive)
- (m) School/Public Health: Administration of medication may only be delegated by a nurse when limited to medication by subcutaneous inject if the nurse has calculated the dose.

(n) Nurses shall have access to a nurse manager and/or other medical professional for consultation on health/medical matters.

(o) 1301 Piccard

1. The following items will be referred to the LMRC:
  - Employee parking;
  - Vehicles; and
  - Ergonomic chairs at all workstations in the crisis center.
2. Risk Management will make diligent efforts complete an air quality assessment in a timely manner. If the assessment will not be completed by September 1, 2008, the County will notify the Union.
3. The County agrees to complete the installation of card readers at the entry way to the offices by July 1, 2008.
4. An intercom, door release and swipe card system will be installed at the reception area in Suite 1200, Administrative offices, and with a bigger window in the door.

(p) 1335 Piccard

1. Privacy partitions will be installed where requested.

(q) 401 Hungerford

1. The following item will be referred to the health and safety subcommittee of the LMRC:
  - Installation of security cameras in the parking garage and establishment of a monitoring desk.
2. Risk Management will make diligent efforts complete an air quality assessment in a timely manner. If the assessment will not be completed by September 1, 2008, the County will notify the Union.
3. The following item will be referred to the LMRC:
  - Vehicles.

(r) 7300 Calhoun

1. The facility will repair all ceiling tiles.
2. The following items will be referred to the LMRC:
  - Employee parking;
  - Vehicles.
3. The following items will be referred to the safety and health subcommittee of the LMRC:
  - Provide evening security;
  - Install speed bumps in walk areas surrounding building.
4. Risk Management will make diligent efforts complete an air quality assessment in a timely manner. If the assessment will not be

completed by September 1, 2008, the County will notify the Union. The results will be forwarded to the LMRC.

(s) 8818 Georgia Ave.

1. The following item will be referred to the LMRC:
  - Employee parking.
2. The Department agrees that a lock has been install on the door of the lunchroom.
3. Risk Management will make diligent efforts complete an air quality assessment in a timely manner. If the assessment will not be completed by September 1, 2008, the County will notify the Union.

(t) 255 Rockville Pike

1. The County agrees to provide documentation that the furniture is new.
2. The following items will be referred to the health and safety subcommittee of the LMRC:
  - Security.
  - Increase number and frequency of mobile security patrols.
3. Panic buttons will be installed in all group rooms by July 1, 2007.
4. Risk Management will make diligent efforts complete an air quality assessment and make any necessary enhancements in a timely manner. If the assessment will not be completed by September 1, 2008, the County will notify the Union. The results will be forwarded to the LMRC.

(u) UpCounty Regional Center

1. The following items will be referred to the safety and health subcommittee of the LMRC:
  - Enclose the front reception area of income support.
  - Create an additional Security Officer post on the 2<sup>nd</sup> floor and staff for all hours open to the public.
  - Provide AED equipment in all levels of the building
2. The following items will be referred to the building maintenance subcommittee of the LMRC:
  - Disinfect interview rooms and lobby area on a daily basis;
  - Provide enhanced cleaning and security of employee bathroom;
  - Provide routine maintenance of workspace.
3. The County agrees to provide disinfecting products.
4. The following item will be referred to the LMRC:
  - Vehicles.
  - Employee parking.

(v) East County Regional Center

1. The following item will be referred to the safety and health subcommittee of the LMRC:
  - Establish and implement a security protocol to include permanent Security Officer for all hours facility open to public.
2. The following item will be referred to the LMRC:
  - Chairs

(w) Child Welfare Services

1. The Department is willing to provide laptops as necessary according to current practice.

(x) Dennis Ave.

1. Risk Management will make diligent efforts complete an air quality assessment in a timely manner. If the assessment will not be completed by September 1, 2008, the County will notify the Union.
2. The Department has already provided cell phones and laptops for all unit members who do field work in accordance with current practice.
3. The following item will be referred to the LMRC:
  - Employee parking.
4. An emergency evacuation assessment will be conducted.

(y) 751 Twinbrook

1. Risk Management will make diligent efforts to complete an air quality assessment in a timely manner. If the assessment will not be completed by September 1, 2008, the County will notify the Union.
2. An operable client elevator will be provided.
3. A Security Office position has been requested for FY08.
4. The following item will be referred to the building and maintenance subcommittee of the LMRC:
  - Improve parking lot lighting.

(z) School Health

1. Computer program training will be provided to School Health unit members through the Office of Human Resources.
2. The following items will be referred to the LMRC:
  - Furniture;
  - Increased number of special needs students;
  - Increase number of School Health nurses;



- Budgets (work with MCPS);
  - Recruitment and retention;
  - Timely notification of assignments.
3. An ongoing School Health in-service training curriculum shall be established no later than the beginning of the 2007 school year.
  4. No school health bargaining unit member will work off the clock unless he/she has prior approval in which case must be compensated in accordance with the collective bargaining agreement. The only exception to necessary prior approval is in the event a student or staff member is injured or ill, the unit member is encouraged to render necessary assistance beyond the regularly scheduled work hours. The unit member shall advise the nurse administrator of such additional work in accordance with the school health guidelines. The unit member shall be compensated in accordance with the collective bargaining agreement.
  5. The County agrees to clarify assignment process for all school health staff and provide timely notification of assignments.
  6. A separate departmental LMRC will be established for school health to deal with outstanding issues.

(aa) Miscellaneous

1. The following item will be referred to the safety and health subcommittee of the LMRC:
  - Provide Security Officers on a full-time basis in work areas serving high risk populations.
2. The following items will be referred to the building and maintenance subcommittee of the LMRC:
  - Conduct mold abatement at CRC;
  - Stabilize temperature control at CRC;
3. Additional digital cameras will be provided where needed.
4. The Employer shall take steps to assure that all bargaining unit members receive a copy of the Disruptive Behavior Act.

## APPENDIX III

### SLT Unit

#### DEPARTMENT OF POLICE, CROSSING GUARDS & FORENSIC SPECIALISTS

- (a) The County will provide insulated gloves and will replace them as needed.
- (b) The County will discontinue providing the light weight brown jackets and will provide on a replacement basis a light weight orange reversible jacket where one side is a highly visible color.
- (c) The County agrees to provide a ¾ length brown winter parka as the replacement to the current short, brown jacket.
- (d) [[ The County will upgrade the current reflective vest.]] The County agrees to safety vests as recommended by FOP/MCPD safety committee.
- (e) The \$275 shoe/boot allowance for 3 years (term of this Agreement) includes shoes, winterized boots and rain boots/galoshes.
- (f) Special Assignment shall be assigned by seniority.
- (g) The County shall purchase 26 "talkabouts" for Crossing Guards' use during special details.
- (h) Crossing Guards may individually visit the Supply Section for the issuance of uniforms (pants, shirts, jackets). The School Safety Coordinators will be responsible for obtaining all equipment from the Supply Section.
- (i) The parties agree to resolve their dispute regarding the paid lunch period of Crossing Guards who work during the County fair through the current grievance outcome.
- (j) The Department shall maintain a list of scheduled events such as functions, celebrations, fairs, festivals and similar events for which overtime or extra hours are available. A list separate from the overtime call back list shall be posted to allow unit members to sign up for this work. Selections will be made from the list on the basis of seniority. Unit members scheduled to work regular hours on the date and time of an event shall remain on the list and not be passed over except for the hours they are working. The list shall be exhausted before a volunteer is given a second opportunity to work an overtime event.
- (k) Forensics

Use of Vehicles while On-Call Forensic Specialists who live in the County and those who live out of the County but near the County border (within 15 miles), will be allowed "to and from" use of a County vehicle while in an on-call status. In exchange for the use of a "to and from" vehicle while on-call, Forensic Specialists will be expected to respond to calls for service.

- (l) The County agrees to provide crossing guards with cellular telephones that are exclusively programmed to access "911."
- (m) The County agrees to provide and ensure fire extinguishers and first aid kits are accessible to Public Services Aides.
- (n) Police Service Aides
  - 1. The following items will be referred to the health and safety subcommittee of the LMRC:
    - All front doors to lobby shall be locked at night. Such doors shall be equipped with an entry buzzer controlled by the front lobby;
    - Issue new headsets for all unit members assigned to district stations.
  - 2. The County will replace all of the chairs in the Warrants Section for bargaining unit members (total of six chairs).
  - 3. If feasible on existing equipments and with existing software, the County agrees that each computer terminal used by the PSAs will run both CAD and NCIC.
  - 4. The following item will be referred to the LMRC:
    - Replace current phone system with updated system in all district stations and headquarters.
  - 5. The County agrees to put a cover over the switch that operates the security gate of the back parking lot at District Station 4.
  - 6. The County agrees to provide a secure parking lot at the new 6<sup>th</sup> District police stations.
  - 7. The County agrees to install security camera in side lot at District Station 4.
- (o) ECC

1. The County agrees to engage in diligent, reasonable efforts to obtain further information concerning the feasibility of installing non-slip coating on the front entrance steps. If not feasible or the County is unable to complete by July 1, 2008, this item will be referred to the LMRC.
2. The Department agrees to provide conflict and stress management training (training similar to training recommended by Transit per reopener).
3. If an ECC employee telephones from home to request leave for their shift, the on-duty supervisor will approve or disapprove leave within sixty (60) minutes of a request. No leave shall be arbitrarily denied.
4. The following item will be referred to the LMRC:
  - continued review of, and possible updates to, ECC policy.
5. The County agrees to ensure that heat boards at each work station are in working order.
6. The County agrees to fit each work station console with a non-shock rubber pad, and supply each console with new wrist rests.
7. The County agrees to repair light fixtures at workstation consoles "CAD06" and "CAD18," and additional consoles as necessary.
8. The County agrees to repair fans at workstation consoles "CAD18" and "CAD56" and additional consoles as necessary.
9. ECC shall not require short notice mandatory overtime of a dispatcher assigned to the #3 shift (4:00 pm – 12:00 am) who is scheduled for approved leave the following workday unless exigent circumstances require that all members of the shift be held over. If the dispatcher is excused from working overtime by virtue of leave approval the following work day, the employee will stay at the top of the mandatory list upon return to work. This provision shall not apply to prescheduled mandatory overtime.
10. The County shall maintain a voluntary overtime list for ECC MCGEO bargaining unit members in accordance with Article 5(h).

(p) Crossing Guards

1. The County will compensate all Crossing Guards assigned to work the County fair the entire scheduled work period to include a ½ hour paid lunch consistent with the arbitration award.
2. Basic first aid kits will be issued to crossing guards.
3. The County agrees to provide all crossing guards with first aid training on paid time during regularly scheduled in-service training.
4. The parties agree to memorialize the current equipment list and quantity in the contract.

- (q) Bargaining unit members not assigned to ECC who work a shift that includes the period 8:00 pm to 4:00 am shall receive the same hourly shift differential under Article 5.3(a) as employees who work on a shift that begins between the hours of 11:00 pm and 5:00 am.
- (r) The following item will be referred to the LMRC:
- Uniform allotment for each specific civilian unit.

## APPENDIX IV

### OPT Unit

#### DEPARTMENT OF CORRECTIONS AND REHABILITATION

- (a) The parties shall establish a Labor Management Relations Committee (LMRC). LMRC agenda items will include:

- Resource allocation
- Officer authority
- Career development
- Quality of work life
- Alternative Schedules
- Inmate assaults on staff
- Wellness programs
- Staff safety
- Job rotation
- Rights and guidelines during investigations
- Additional Police Officers to work in CPU
- Enhanced lighting in the Pre-Release Center's parking lot.
- K-9 Team
- Weekend mental health nurses coverage
- Correction/Sheriffs committee
- Equipment for Resident Supervisors
- Body alarms for PRC
- Recreation yard fence for PRC

- (b) While on duty, employees shall be issued a hand held radio with collar microphone once MCCF opens and new equipment is purchased. DCR does not wish to purchase radio microphones for old radios.
- (c) MCCF-Clarksburg shall have an outside perimeter vehicles.
- (d) All posts at MCCF-Clarksburg shall be equipped with a personnel monitor emergency device that will alert when staff are in need.
- (e) DCR shall equip and train the ERT Unit.
- (f) DCR employees shall be trained on equipment appropriate to their assignment as soon as practical.

- (g) DCR employees shall have access to a departmental telephone in order to make and receive emergency calls. A mutually agreed upon definition of emergency will be established.
- (h) A joint labor management committee shall be established to discuss possible alternatives to the current uniform. This committee shall make recommendations to the parties and shall consider material, number of shirts, pants, patch, and name tag.
- (l) The Department shall not assign mandatory overtime to an officer working the #3 shift (2:30 p.m.-11:00 p.m.) who is scheduled for approved leave the following work day.
- (j) Voluntary and Involuntary Overtime

- (1) Definitions

- (A) Draft: An involuntary assignment of an officer to work overtime.
  - (B) Seniority: For the purposes of this Appendix to the Agreement, seniority will mean "time in grade." Time in grade (seniority) for the purpose of this Agreement, excluding purchased credited service under the Employees' Retirement System (Chapter 22, Article III, of the Montgomery County Code) shall be calculated based on total time in grade, which is the effective date of an employee's promotion into that grade, except in cases when breaks in service of 2 or more years occur. In such cases, time in grade prior to the break in service shall not be counted.
  - (C) Volunteer: An officer who offers to work overtime by his/her own free will.

- (2) Request for Overtime Usage

Shift supervisors may utilize sufficient overtime to maintain authorized minimum shift requirements and facility safety and security.

- (3) Officer Selection for Overtime

- (A) Officers who volunteer for overtime shall be selected on a first come/first serve basis. At each facility, a Voluntary Overtime Sign-up sheet will be posted at roll call, available to

officers in that facility. Officers may sign-up to work overtime at one or both facilities. The sign up sheet will be made available 30 minutes prior to the beginning of each roll call. The sheet will be initiated by the on-duty shift supervisor and kept in the shift supervisor's office and monitored by the lieutenants and captains. As the new shift begins, the sign up sheet will be brought to roll call to be turned over to the shift commander of the new shift.

- (B) Any officer who has chosen to voluntarily sign-up for overtime can elect to remove his/her name from the Voluntary Overtime Sign-up sheet anytime up to 4 hours prior to the end of his/her shift.
  - (C) Each facility will exhaust volunteers from its location before assigning volunteers from the other facility. Officers who have volunteered and have been assigned to work at another location must report directly to that facility. It is the shift supervisor's responsibility to insure the post is covered until the officer in transit arrives. Officers will remain in pay status while in transit.
  - (D) The warden, or designee, may specifically select an officer for special projects involving overtime if a special skill, training or prior experience is needed to accomplish the special project or task at either facility.
  - (E) An officer who has received a within grade pay reduction as a result of disciplinary action shall be permitted to work voluntary overtime during the reduction period. The officer is subject to the draft.
  - (F) A draft list will be posted within the first two hours of each shift.
- (4) Drafting Officers to Work Mandatory Overtime
- (A) When there is a shortage of officers to work any given shift, and volunteers (including volunteers from other shifts and the other facility) cannot be recruited to work overtime, officers shall be drafted.
  - (B) Each shift supervisor shall prepare and update a list of their officers by seniority and affix the list to the shift supervisor's draft logbook. The draft list will be perpetual. Officers shall



be granted reasonable access to the draft logbook and may review it in the presence of a supervisor.

- (C) The next officer to be drafted shall be the least senior officer available to work according to the updated draft list. The shift supervisor will notify the officer to be drafted as soon as operationally possible.
  - (D) The shift supervisor shall record the date the draft was made and the name of the officer who was drafted. The supervisor shall sign as having drafted the officer. This record shall be maintained in the shift supervisor's draft log.
  - (E) An officer who is drafted shall not be drafted again within a 72-hour period from when the work period ended until such time as all other available officers who have not worked overtime in the past 72 hours have been drafted. Anytime the draft process is initiated, the drafted employee shall be credited with being drafted regardless of the length of time worked. Officers, who are drafted and are able to obtain a volunteer to provide coverage, shall receive credit for their draft.
  - (F) Refer to LMRC: Emergency pay to officers drafted because poor scheduling failed to maintain adequate shift coverage.
  - (G) During an emergency, requirements of this directive shall be suspended and Correctional Officers shall be required to work as needed. Emergencies may include, but are not limited to, weather-related emergencies, natural disasters, power failures, terrorist attack, fires, inmate disorders and disturbance, or general facility unrest.
- (k) 1. Any Nurse who is identified as the medical charge nurse shall be paid a ~~[\$1.50]~~ \$1.75 per hour differential for each hour worked.
2. At the beginning of the first full pay period [in July 2006], following July 1, 2007, all bargaining unit employees who are Community Health Nurses working in the Department of Correction and Rehabilitation on that date will receive a ~~[\$750]~~ \$800 one-time, lump-sum retention incentive payment. At the beginning of the first full pay period following July 1, 2008, all bargaining unit employees who are Community Health Nurses working in the Department of Correction and Rehabilitation on that date will receive a \$900 one-time, lump-sum retention incentive payment. At the beginning of the first full pay period following July 1, 2009, all bargaining unit employees who are Community Health Nurses working in

the Department of Correction and Rehabilitation on that date will receive a \$1100 one-time, lump-sum retention incentive payment. The retention incentive payment will not be added to base salary. Any bargaining unit employee receiving the retention incentive must remain a Community Health Nurse working in the Department of Correction and Rehabilitation for at least 1 year after receiving the incentive, and must agree to repay a prorated amount of the total incentive to the employer if the bargaining unit employee does not continue working as a nurse in the Department of Correction for the entire 1 year period. The employee will not have to repay the incentive if the employee dies, the County terminates the individual, or the employee is promoted to another position within the Montgomery County government.

(I) DCR INVESTIGATION PROCEDURES

An employee who is interviewed by the Department of Corrections and Rehabilitation regarding a matter which might lead to disciplinary action being taken, shall have the following protections and rights:

- (1) The bargaining unit member shall be informed of all his/her contractual rights prior to the commencement of the interview in the form of a handout, which both parties will sign. Copies will be issued to the investigator and person being interviewed.
- (2) An employee who is the subject of an interview or investigation that could result in discipline has the right to request union representation. The union representative may be present during an entire interview. DCR shall delay an interview for a reasonable time, not to exceed 120 minutes, to allow the employee to obtain representation.
- (3) A complete record (written, taped or transcribed) shall be kept of the complete interview.
- (4) All questions directed to the bargaining unit member during the interview will be asked by one investigator.
- (5) Should a Statement of Charges be issued, the employee may request and DCR shall provide to the Union, all documentation that supports the disciplinary action. The Department may sanitize the documents to protect privacy.
- (6) Prior to any interview or investigation, the Department representative will notify an employee if the interview could result in discipline.

Should the Department determine that, pursuant to the findings of the investigation, discipline is not warranted, the employee will be advised in writing of this conclusion as soon as is practicable.

- (m) Pre-Release Center - (1) The County will purchase additional metal detection wands. (2) The County will install 10 color cameras to monitor the recreation yard, main hallway, patio of each unit, and the upper level of the building. (3) Two separate sections of fence will be installed to deter the public from walking onto the property. (4) A front door entry "buzzer" system will be installed for use after 9:00 p.m.
- (n) Emergency Response Team (ERT)
1. As the department regularly replaces equipment for the ERT team, it will be done on a uniform basis so that all unit members receive identical equipment.
  2. An employee who is assigned to the emergency response team will receive a yearly stipend of \$1200 in the first full pay period following July 1.
- (o) DOCR CHN Items
1. Uniform allowance will be increased to \$250.00
  2. Uniforms can be purchased at any uniform shop providing a receipt is provided.
  3. Any appropriate print uniform may be worn by the nurses.
  4. The following item is referred to the LMRC:
    - New copier in medical office in MCCF.
- (p) MCCF
1. The following items are referred to the LMRC:
    - Provide non-toxic "Green" cleaning and floor stripping supplies;
    - Provide better cleaning equipment and adequate number of supplies and equipment for each pods;
    - Discussion of un-blouse cargo-style pants as replacements;
- (q) MCDC
1. The following items are referred to the LMRC:
    - Secure fenced area for staff parking lot;
    - Provide employee workout facility identical to one at MCCF;
    - Upgrade CPU copier;
    - Discussion of un-blouse cargo-style pants as replacements;
    - Provide non-toxic "Green" cleaning and floor stripping supplies;
  2. The following will be completed during the reuse project:
    - Enhance building ventilation;

- Counselors equipped with body alarms.
- 3. The County agrees to fix existing cameras in employee parking lot.

(r) PRC

1. The following items is referred to the LMRC:
  - Provide additional employee parking.
2. The County agrees to enhance parking lot lighting.

(s) Pre-Trial

1. The following items are referred to the LMRC:
  - Provide printers for all unit members;
  - Provide ergonomically designed workstations and chairs for all unit members;
2. A bargaining unit member shall not be required to conduct a field visit alone or unassisted when, based upon reasonable judgment of the bargaining unit member there is a known or perceived dangerous situation.
3. The bargaining unit member assigned to Pre-Trial Services as the security officer will receive the following;
  - a. Stab vest with mandatory wear by officer;
  - b. Digital camera;
  - c. Flashlight;
  - d. Self defense training.
4. The establishment of a joint labor management committee composed of two employer representatives and two union representatives to develop a two hour module of training. The topic of this training shall be safety of employees when working in the community.

(t) The department agrees cuffs/waist chains/black box will be available at PRC.

(u) The following items are referred to the LMRC:

- Paid time for officers to work out;
- New and better hats;
- Replace current computers with updated models and provide additional computers for unit member usage;
- Provide dollies in both MCDL and MCCF to move tables/chairs;
- Issue lightweight stab vests to all officers;

(v) The County agrees to update surveillance equipment at MCDL during the reuse project.

(w) Participation in the public safety childcare committee (DOCR and Sheriffs)

as negotiated between the County and the FOP, and including the joint retention of a consultant, the cost of whom will be shared by the parties.

- (x) Any unit member designated a certified trainer (completion of Train the Trainer Program) who does training off site shall still be paid for a half hour lunch period.
- (y) Form joint labor-management committee with two (2) members selected by the Union and two (2) members, including the warden, selected by the County to address leave issue.
- (z) Unit members being placed on administrative leave pending investigation shall be notified of the change in status prior to reporting for work. If it is determined during the employee's shift that they are being placed on administrative leave pending investigation, every effort will be made to protect the employee's confidentiality and all due discretion will be used when escorting the employee out of the facility.
- (aa) DOCR will make reasonable and diligent efforts to avoid scheduling training on a bargaining unit member's regularly scheduled days off.
- (bb) The establishment of a joint labor-management committee composed of two employer representatives and two union representatives to develop a two hour module of training. The topic of this training shall be stress management.
- (cc) All language in this agreement that pertains specifically to community health nurses shall also apply to LPNs.

## APPENDIX V

### OPT/SLT Units

#### DEPARTMENT OF LIQUOR CONTROL

- (a) Delivery procedures shall be applicable to all licensees. Exceptions can be made if landlords or property owners request them and they do not pose a physical threat to the employees.
- (b) DLC shall track all route assignments on a weekly basis, so as to ensure equal work distribution among drivers.
- (c) The Department will take necessary steps to minimize double loads.
- (d) Drivers will immediately notify their supervisor of equipment missing from the truck.
- (e) Supervisors will inspect stops for safety hazards and violations.
- (f) DLC shall provide additional manpower at stops where there is a demonstrated need.
- (g) DLC and the Union shall establish a Labor Management Relations Committee to discuss routing, safety, and other mutual concerns.
- (h) All new DLC trucks will be provided with air-conditioning, if available from the original equipment manufacturer.
- (i) DLC employees who handle glass products shall be issued safety glasses.
- (j) The Employer will insure that adequate hand trucks and adequate load locks are available as equipment, subject to pre-check and accounting by drivers of existing equipment.
- (k) The County provides the following uniforms to DLC warehouse and delivery personnel:
  - (1) gloves;
  - (2) safety shoes as provided by Article 32.5(d)(3);
  - (3) 5 summer uniforms;
  - (4) 5 winter uniforms, to include coats, long-sleeve T-shirts, and sweatshirts;

- (5) summer and winter uniforms are replaced with 3 uniforms each;
- (6) rain jackets/ponchos;
- (7) if requested, overalls, full body or bib, employee choice (employee required to wear them if purchased); and
- (8) winter hat.

In addition, the County agrees to provide to the aforementioned personnel safety glasses, gloves, aprons, and weight belts. These employees will be required to wear them while on duty.

- (l) The following items are referred to the LMRC:
  - (1) hand held inventory devices; and
  - (2) vehicle committee.
- (m) The parties shall establish a joint committee consisting of 5 members (2 union, 2 management, 1 Risk Management) to review and make recommendations on determination of a safe height for storing cases of product at the retail liquor stores and other safety issues. The Committee may appoint one or more outside consultants whose compensation shall not exceed \$10,000 total. The Committee shall submit its findings to the parties no later than October 1, 2006. Should the parties not reach agreement on the implementation of the Committee's recommendations, such recommendations shall become a subject of negotiations during term bargaining scheduled to begin in November 2006. Risk Management will provide the bargaining unit employees in the retail stores with safety training in product handling and storage. This provision shall be effective 15 days after approved by the County Council.
- (n) Parties agree to meet and discuss the procedure governing loads and upon agreement enter into a side letter outlining the policy.
- (o) The parties agree to enter into an MOU detailing exceptions to the essential employee policy for warehouse personnel.
- (p) The Department agrees to provide a list of work teams and their supervisors, listed by name to the Union.
- (q) The Department agrees to examine the installation of a panic warning light in the stock room area in each retail store that, if possible, will be connected to the silent alarm. When the silent alarm is activated the light will alert employees in the stock room. The Department agrees to complete the installation no later than December 2008.

## APPENDIX VI

### OPT/SLT Units

#### DEPARTMENT OF PUBLIC WORKS AND TRANSPORTATION

(a) Transit Services - Ride-On

- (1) No recapped tires will be used on Ride-On buses.
- (2) [Continue current practice for Relief Board] Gaithersburg and Silver Spring will run their relief boards in the same manner.  
  
The parties will discuss at an LMRC relief operator procedures, strategic operator procedures, stand-by operator procedures, pick operating procedure, and the calculation of seniority.
- (3) All new busses shall be equipped with an Operator's high back seat and shall have height and back adjustments, if available in the manufacturer's specification.
- (4) Transit Coordinators shall be on duty during all operating hours.
- (5) Continue current practice, Transit Coordinators shall have integrated seniority pick procedures.
- (6) Operators shall not perform maintenance on Ride-On buses.
- (7) All operational policies shall be consistent amongst all modules.
- (8) The Employer will pursue and request additional parking spaces from Montgomery Mall Management.
- (9) Master seniority lists shall be updated at least quarterly and posted at all modules.
- (10) Drivers shall be issued one zippered sweater at no cost to the Operator.
- (11) The County shall install emergency light bars on all Transit Coordinator road vehicles.
- (12) Referred to a joint labor-management committee (LMRC) for review:



- (A) alternative attendance policy, dated 1/1/98, with proposed Union modifications;
  - (B) routing practices;
  - (C) bus maintenance;
  - (D) ejection of unruly passengers;
  - (E) policy on driving of unsafe buses;
  - (F) Bus Operator overtime limitation; and
  - (G) assignment of buses.
- (13) All language in this agreement that pertains specifically to Ride-On operators shall also apply to Transit Coordinators. The same seniority and pick procedures that apply to operators shall apply to coordinators as well.
- (14) An Operator may refuse to drive a bus that he/she reasonably believes to be unsafe due to malfunctioning brakes, [or] steering, [inoperative head, tail or brake lights,] or other critical safety equipment, subject to [review and approval by management or the Transit Coordinator responding.] verification by an ASE Certified mechanic or a Fleet Service representative. If [management or the Transit Coordinator responding subsequently ] the Fleet Service representative or mechanic determines that the bus is sufficiently safe to drive, the operator will resume operation of the bus. If it is demonstrated that the driver deemed the bus unsafe under false pretense, the employer may take disciplinary action against the operator. In the event of inoperative heat or air conditioning, the employer will trade out the bus as soon as operationally practicable in accordance with existing practice.
- (15) Disciplinary actions resulting from the Accident Review Committee findings shall be subject to the Alternative Dispute Resolution process.
- (16) Transit Coordinators will resolve disputes with passengers. Transit Coordinators will be required to attend conflict resolution training.
- (17) In accordance with Section 54A-3 of the Montgomery County Code, Ride-On, as a public carrier, may refuse to transport any person who disturbs the public peace, as defined in state law. Under this section of the Code, a bus operator or police officer who reasonably believes that a passenger is disturbing the public peace may direct the passenger to leave the vehicle, and the passenger must not refuse to do so. A passenger who refuses to obey such a direction to leave the bus commits a Class C violation of County law. A bus operator is not authorized,

however, to physically restrain a passenger, or forcibly evict or remove a passenger from the vehicle. Prior to directing a passenger who is currently disturbing the public peace to leave the vehicle, the bus operator should use professional passenger relations skills and conflict resolution techniques to try to reduce tensions and resolve the dispute or incident. The bus operator's action of directing a passenger to leave the vehicle must be based on a reasonable and objective belief that the passenger is disturbing the public peace. Should the bus operator exercise authority under this provision unreasonably, the operator will be subject to discipline by the Department.

- (18) The parties shall convene a joint committee consisting of 5 members (2 union, 2 management, 1 Risk Management) to review the current accident review process. Such committee shall submit its findings and any recommendations for change to the parties no later than July 1, 2006. Should the parties not reach agreement on the implementation of the committee's recommendations, such recommendations shall become a subject of negotiations in the Fall 2006.
- (19) If employees are sent home because the employer elects to stop services and other work is not assigned to them, employees will be placed on administrative leave.
- (20) Red Light Policy – Mandatory ADR
- (21) If an employee is physically assaulted on the job by a member of the public, the employer will provide legal assistance to employees who file criminal charges where legal assistance is reasonably necessary absent suspicion that the charges are erroneous.
- (22) A new tracking system will be installed within the next 24 months.
- (23) Reasonable efforts will be made to complete enhanced lighting at employee parking lot in Silver Spring by 12/30/09.
- (24) Coordinator Vehicles as SUVs by 12/1/08.
- (25) The following items will be referred to the LMRC:
  - Professional cleaning of the office annually;
  - County physicals for operators/coordinators should be so scheduled that unit members do not have to report for duty prior to their physical.

- (26) In process of implementation of working cameras on the bus/at parking lot. Work to be completed by 9/1/08.
- (27) Provide basic computer training for all coordinators.
- (28) The parties agree to discuss excessive consecutive overtime hours operators are working to keep system running. Fatigue and excessive sick leave usage are current issues.
- (29) The parties agree to discuss holiday schedules vs. Sunday schedule following holiday.
- (30) The parties agree to discuss change in holiday/Sunday service.
- (31) Effective January 1, 2008, DPWT Bus Operators will receive a retention increment of 1.5% after completion of four (4) years of service. Effective January 1, 2008, DPWT Bus Operators will receive a retention increment of 1.5% after completion of six (6) years of service.

FOR IMPLEMENTATION PURPOSES ONLY: DPWT Bus Operators who have completed more than four (4) years of service but less than six (6) years of service as of January 1, 2008 will receive a one time retention increment of 1.5%. DPWT Bus Operators who have completed more than six (6) years of service as of January 1, 2008 will receive a one- time retention increment of up to 3% provided it does not exceed the maximum of the pay range

(b) Security Section

- (1) Each Security Officer shall be issued a hand held radio with charger, and a collar mike with direct channel to ECC.
- (2) With supervisory approval, Security Officers may attend applicable courses offered at the Montgomery Police Academy

(c) Fleet Management

- (1) Ten t-shirts to be provided to mechanics, helpers and welders.
- (2) The parties agree to refer the issue of tools/equipment/work space available to all maintenance facilities, including highway depots, to the LMRC.

- (3) The following item is referred to the LMRC:  
- provide power lift carts

(d) Commuter Services

1. The following items are referred to the LMRC:

- Provide additional storage space;
- Provide cross-training for staff.

(e) Highway Services

1. Employees will be sent their score.

(f) Stone Street Print Shop

1. New applicant tracking and resume management system will contain a candidate portal which will inform employees or applicants of interested vacancies.
2. Department will provide two (2) computers.
3. The following items are referred to the LMRC (to work with MCPS):
  - Bargaining unit members assigned to the print shop will have access to the training sponsored by MCPS;
  - Bargaining unit members assigned to MCPS will be issued a pass to appropriate worksites.

**MONTGOMERY COUNTY GOVERNMENT  
OFFICE, PROFESSIONAL & TECHNICAL BARGAINING UNIT  
AND  
SERVICE, LABOR & TRADES BARGAINING UNIT  
SALARY SCHEDULE**

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**Effective July 8, 2007**  
(First Half Fiscal Year 2008)

<u>GRADE</u>	<u>MINIMUM</u>	<u>MID-POINT</u>	<u>MAXIMUM</u>	<u>L1*</u>
5	\$23,195	\$29,513	\$35,831	\$36,548
6	\$24,083	\$30,703	\$37,323	\$38,070
7	\$25,022	\$31,971	\$38,920	\$39,699
8	\$25,995	\$33,343	\$40,690	\$41,504
9	\$27,022	\$34,788	\$42,553	\$43,405
10	\$28,106	\$36,334	\$44,561	\$45,453
11	\$29,242	\$37,950	\$46,658	\$47,592
12	\$30,427	\$39,645	\$48,863	\$49,841
13	\$31,681	\$41,430	\$51,179	\$52,203
14	\$32,999	\$43,308	\$53,617	\$54,690
15	\$34,376	\$45,271	\$56,165	\$57,289
16	\$35,844	\$47,347	\$58,849	\$60,026
17	\$37,470	\$49,568	\$61,666	\$62,900
18	\$39,188	\$51,906	\$64,624	\$65,917
19	\$41,036	\$54,381	\$67,725	\$69,080
20	\$42,966	\$56,976	\$70,986	\$72,406
21	\$45,002	\$59,705	\$74,407	\$75,896
22	\$47,132	\$62,567	\$78,002	\$79,563
23	\$49,376	\$65,579	\$81,782	\$83,418
24	\$51,726	\$68,732	\$85,737	\$87,452
25	\$54,192	\$72,045	\$89,898	\$91,696
26	\$56,789	\$75,530	\$94,270	\$96,156
27	\$59,490	\$79,175	\$98,860	\$100,838

\*Completion of 20 Years Service and At Maximum of Pay Grade

APPENDIX VII B  
MONTGOMERY COUNTY GOVERNMENT  
OFFICE, PROFESSIONAL & TECHNICAL BARGAINING UNIT  
AND  
SERVICE, LABOR & TRADES BARGAINING UNIT  
SALARY SCHEDULE

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Effective January 6, 2008  
(Implementation of 3% Longevity)  
(Second Half Fiscal Year 2008)

<u>GRADE</u>	<u>MINIMUM</u>	<u>MID-POINT</u>	<u>MAXIMUM</u>	<u>L1*</u>
5	\$23,195	\$29,513	\$35,831	\$36,906
6	\$24,083	\$30,703	\$37,323	\$38,443
7	\$25,022	\$31,971	\$38,920	\$40,088
8	\$25,995	\$33,343	\$40,690	\$41,911
9	\$27,022	\$34,788	\$42,553	\$43,830
10	\$28,106	\$36,334	\$44,561	\$45,898
11	\$29,242	\$37,950	\$46,658	\$48,058
12	\$30,427	\$39,645	\$48,863	\$50,329
13	\$31,681	\$41,430	\$51,179	\$52,715
14	\$32,999	\$43,308	\$53,617	\$55,226
15	\$34,376	\$45,271	\$56,165	\$57,850
16	\$35,844	\$47,347	\$58,849	\$60,615
17	\$37,470	\$49,568	\$61,666	\$63,516
18	\$39,188	\$51,906	\$64,624	\$66,563
19	\$41,036	\$54,381	\$67,725	\$69,757
20	\$42,966	\$56,976	\$70,986	\$73,116
21	\$45,002	\$59,705	\$74,407	\$76,640
22	\$47,132	\$62,567	\$78,002	\$80,343
23	\$49,376	\$65,579	\$81,782	\$84,236
24	\$51,726	\$68,732	\$85,737	\$88,310
25	\$54,192	\$72,045	\$89,898	\$92,595
26	\$56,789	\$75,530	\$94,270	\$97,099
27	\$59,490	\$79,175	\$98,860	\$101,826

\*Completion of 20 Years Service and At Maximum of Pay Grade

APPENDIX VII C  
MONTGOMERY COUNTY GOVERNMENT  
OFFICE, PROFESSIONAL & TECHNICAL BARGAINING UNIT  
AND  
SERVICE, LABOR & TRADES BARGAINING UNIT  
SALARY SCHEDULE

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Effective July 6, 2008  
(Fiscal Year 2009)

<u>GRADE</u>	<u>MINIMUM</u>	<u>MID-POINT</u>	<u>MAXIMUM</u>	<u>L1*</u>
5	\$24,239	\$30,842	\$37,444	\$38,568
6	\$25,167	\$32,085	\$39,003	\$40,174
7	\$26,148	\$33,410	\$40,672	\$41,893
8	\$27,165	\$34,844	\$42,522	\$43,798
9	\$28,238	\$36,353	\$44,468	\$45,803
10	\$29,371	\$37,969	\$46,567	\$47,965
11	\$30,558	\$39,658	\$48,758	\$50,221
12	\$31,797	\$41,430	\$51,062	\$52,594
13	\$33,107	\$43,295	\$53,483	\$55,088
14	\$34,484	\$45,257	\$56,030	\$57,711
15	\$35,923	\$47,308	\$58,693	\$60,454
16	\$37,457	\$49,478	\$61,498	\$63,343
17	\$39,157	\$51,799	\$64,441	\$66,375
18	\$40,952	\$54,243	\$67,533	\$69,559
19	\$42,883	\$56,828	\$70,773	\$72,897
20	\$44,900	\$59,541	\$74,181	\$76,407
21	\$47,028	\$62,392	\$77,756	\$80,089
22	\$49,253	\$65,383	\$81,513	\$83,959
23	\$51,598	\$68,531	\$85,463	\$88,027
24	\$54,054	\$71,825	\$89,596	\$92,284
25	\$56,631	\$75,288	\$93,944	\$96,763
26	\$59,345	\$78,929	\$98,513	\$101,469
27	\$62,168	\$82,739	\$103,309	\$106,409

\*Completion of 20 Years Service and At Maximum of Pay Grade

APPENDIX VII D  
MONTGOMERY COUNTY GOVERNMENT  
OFFICE, PROFESSIONAL & TECHNICAL BARGAINING UNIT  
AND  
SERVICE, LABOR & TRADES BARGAINING UNIT  
SALARY SCHEDULE

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Effective July 5, 2009  
(Fiscal Year 2010)

<u>GRADE</u>	<u>MINIMUM</u>	<u>MID-POINT</u>	<u>MAXIMUM</u>	<u>L1*</u>
5	\$25,330	\$32,230	\$39,129	\$40,303
6	\$26,300	\$33,530	\$40,759	\$41,982
7	\$27,325	\$34,914	\$42,503	\$43,779
8	\$28,388	\$36,412	\$44,436	\$45,770
9	\$29,509	\$37,990	\$46,470	\$47,865
10	\$30,693	\$39,678	\$48,663	\$50,123
11	\$31,934	\$41,444	\$50,953	\$52,482
12	\$33,228	\$43,294	\$53,360	\$54,961
13	\$34,597	\$45,244	\$55,890	\$57,567
14	\$36,036	\$47,294	\$58,552	\$60,309
15	\$37,540	\$49,438	\$61,335	\$63,176
16	\$39,143	\$51,705	\$64,266	\$66,194
17	\$40,920	\$54,131	\$67,341	\$69,362
18	\$42,795	\$56,684	\$70,572	\$72,690
19	\$44,813	\$59,386	\$73,958	\$76,177
20	\$46,921	\$62,221	\$77,520	\$79,846
21	\$49,145	\$65,201	\$81,256	\$83,694
22	\$51,470	\$68,326	\$85,182	\$87,738
23	\$53,920	\$71,615	\$89,309	\$91,989
24	\$56,487	\$75,058	\$93,628	\$96,437
25	\$59,180	\$78,676	\$98,172	\$101,118
26	\$62,016	\$82,482	\$102,947	\$106,036
27	\$64,966	\$86,462	\$107,958	\$111,197

\*Completion of 20 Years Service and At Maximum of Pay Grade



APPENDIX VII E  
MONTGOMERY COUNTY GOVERNMENT  
DEPUTY SHERIFF  
UNIFORM SALARY SCHEDULE

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Effective July 8, 2007  
(First Half Fiscal Year 2008)

<u>YEAR</u>	<u>STEP</u>	<u>DS I</u>	<u>DS II</u>	<u>DS III</u>	<u>SGT</u>
1	0	\$41,762	\$44,686	\$47,815	\$52,597
2	1	\$43,224	\$46,251	\$49,489	\$54,438
3	2	\$44,737	\$47,870	\$51,222	\$56,344
4	3	\$46,303	\$49,546	\$53,015	\$58,317
5	4	\$47,924	\$51,281	\$54,871	\$60,359
6	5	\$49,602	\$53,076	\$56,792	\$62,472
7	6	\$51,339	\$54,934	\$58,780	\$64,659
8	7	\$53,136	\$56,857	\$60,838	\$66,923
9	8	\$54,996	\$58,847	\$62,968	\$69,266
10	9	\$56,921	\$60,907	\$65,172	\$71,691
11	10		\$63,039	\$67,454	\$74,201
12	11		\$65,246	\$69,815	\$76,799
13	12			\$72,259	\$79,487
14 - 20	13			\$74,789	\$82,270
21+	L1*	\$58,060	\$66,551	\$76,285	\$83,916

\*Completion of 20 Years Service and At Maximum of Pay-Grade.

With the exception of Step 13, Sergeants will be placed on the salary schedule based on completed years of service as of July 8, 2007. Placement on Step 13 for DS III and Sergeant, will occur on the employee's anniversary date.

APPENDIX VII F  
MONTGOMERY COUNTY GOVERNMENT  
DEPUTY SHERIFF  
UNIFORM SALARY SCHEDULE

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Effective January 6, 2008  
(Implementation of 3% Longevity)  
(Second Half Fiscal Year 2008)

<u>YEAR</u>	<u>STEP</u>	<u>DS I</u>	<u>DS II</u>	<u>DS III</u>	<u>SGT</u>
1	0	\$41,762	\$44,686	\$47,815	\$52,597
2	1	\$43,224	\$46,251	\$49,489	\$54,438
3	2	\$44,737	\$47,870	\$51,222	\$56,344
4	3	\$46,303	\$49,546	\$53,015	\$58,317
5	4	\$47,924	\$51,281	\$54,871	\$60,359
6	5	\$49,602	\$53,076	\$56,792	\$62,472
7	6	\$51,339	\$54,934	\$58,780	\$64,659
8	7	\$53,136	\$56,857	\$60,838	\$66,923
9	8	\$54,996	\$58,847	\$62,968	\$69,266
10	9	\$56,921	\$60,907	\$65,172	\$71,691
11	10		\$63,039	\$67,454	\$74,201
12	11		\$65,246	\$69,815	\$76,799
13	12			\$72,259	\$79,487
14 - 20	13			\$74,789	\$82,270
21+	L1*	\$58,629	\$67,204	\$77,033	\$84,739

\*Completion of 20 Years Service and At Maximum of Pay-Grade.

With the exception of Step 13, Sergeants will be placed on the salary schedule based on completed years of service as of July 8, 2007. Placement on Step 13 for DS III and Sergeant, will occur on the employee's anniversary date.

APPENDIX VII G  
MONTGOMERY COUNTY GOVERNMENT  
DEPUTY SHERIFF  
UNIFORM SALARY SCHEDULE

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Effective July 6, 2008  
(Fiscal Year 2009)

<u>YEAR</u>	<u>STEP</u>	<u>DS I</u>	<u>DS II</u>	<u>DS III</u>	<u>SGT</u>
1	0	\$43,642	\$46,697	\$49,966	\$54,963
2	1	\$45,388	\$48,332	\$51,715	\$56,887
3	2	\$46,977	\$50,024	\$53,526	\$58,879
4	3	\$48,622	\$51,775	\$55,400	\$60,940
5	4	\$50,324	\$53,588	\$57,339	\$63,073
6	5	\$52,086	\$55,464	\$59,346	\$65,281
7	6	\$53,910	\$57,406	\$61,424	\$67,566
8	7	\$55,797	\$59,416	\$63,574	\$69,931
9	8	\$57,750	\$61,496	\$65,800	\$72,379
10	9	\$59,772	\$63,649	\$68,103	\$74,913
11	10		\$65,877	\$70,487	\$77,535
12	11		\$68,513	\$72,955	\$80,249
13	12			\$75,509	\$83,058
14 - 20	13			\$78,152	\$85,966
21+	L1*	\$61,566	\$70,569	\$80,497	\$88,545

\*Completion of 20 Years Service and At Maximum of Pay-Grade.

APPENDIX VII H  
MONTGOMERY COUNTY GOVERNMENT  
DEPUTY SHERIFF  
UNIFORM SALARY SCHEDULE

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Effective July 5, 2009  
(Fiscal Year 2010)

<u>YEAR</u>	<u>STEP</u>	<u>DS I</u>	<u>DS II</u>	<u>DS III</u>	<u>SGT</u>
1	0	\$45,606	\$48,799	\$52,215	\$57,437
2	1	\$47,203	\$50,507	\$54,043	\$59,448
3	2	\$48,856	\$52,275	\$55,935	\$61,529
4	3	\$50,566	\$54,105	\$57,893	\$63,683
5	4	\$52,336	\$55,999	\$59,920	\$65,912
6	5	\$54,168	\$57,959	\$62,018	\$68,219
7	6	\$56,064	\$59,988	\$64,189	\$70,607
8	7	\$58,027	\$62,088	\$66,436	\$73,079
9	8	\$60,058	\$64,262	\$68,762	\$75,637
10	9	\$62,161	\$66,512	\$71,169	\$78,285
11	10		\$68,840	\$73,660	\$81,025
12	11		\$71,250	\$76,239	\$83,861
13	12			\$78,908	\$86,797
14 - 20	13			\$81,670	\$89,835
 21+	 L1*	 \$64,026	 \$73,388	 \$84,121	 \$92,531

\*Completion of 20 Years Service and At Maximum of Pay-Grade.

APPENDIX VII I  
MONTGOMERY COUNTY GOVERNMENT  
CORRECTIONAL OFFICER  
UNIFORM SALARY SCHEDULE

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Effective July 8, 2007  
(First Half Fiscal Year 2008)

<u>STEP</u>	<u>YEAR</u>	<u>CO I</u>	<u>CO II</u>	<u>CO III</u>	<u>SGT</u>
1	0	\$38,792	\$40,732	\$44,806	\$49,511
2	1	\$40,150	\$42,158	\$46,375	\$51,244
3	2	\$41,556	\$43,634	\$47,999	\$53,038
4	3	\$43,011	\$45,162	\$49,679	\$54,895
5	4	\$44,517	\$46,743	\$51,418	\$56,817
6	5	\$46,076	\$48,380	\$53,218	\$58,806
7	6	\$47,689	\$50,074	\$55,081	\$60,865
8	7	\$49,359	\$51,827	\$57,009	\$62,996
9	8	\$51,087	\$53,641	\$59,005	\$65,201
10	9	\$52,876	\$55,519	\$61,071	\$67,484
11	10	\$54,727	\$57,463	\$63,209	\$69,846
12	11	\$56,643	\$59,475	\$65,422	\$72,291
13	12		\$61,557	\$67,712	\$74,822
14	13				\$77,441
15	14 - 20				\$80,152
<b>L1*</b>	<b>21+</b>	<b>\$57,776</b>	<b>\$62,789</b>	<b>\$69,067</b>	<b>\$81,756</b>

\*Completion of 20 Years Service and At Maximum of Pay-Grade

New hire rate is \$37,300

Placement on salary schedule will occur on anniversary date, based on years of completed service. If current salary exceeds tenure based step, employee will be placed on the next higher step.

**APPENDIX VII J**  
**MONTGOMERY COUNTY GOVERNMENT**  
**CORRECTIONAL OFFICER**  
**UNIFORM SALARY SCHEDULE**

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**Effective January 6, 2008**  
**(Implementation of 3% Longevity)**  
**(Second Half Fiscal Year 2008)**

<u>STEP</u>	<u>YEAR</u>	<u>CO I</u>	<u>CO II</u>	<u>CO III</u>	<u>SGT</u>
1	0	\$38,792	\$40,732	\$44,806	\$49,511
2	1	\$40,150	\$42,158	\$46,375	\$51,244
3	2	\$41,556	\$43,634	\$47,999	\$53,038
4	3	\$43,011	\$45,162	\$49,679	\$54,895
5	4	\$44,517	\$46,743	\$51,418	\$56,817
6	5	\$46,076	\$48,380	\$53,218	\$58,806
7	6	\$47,689	\$50,074	\$55,081	\$60,865
8	7	\$49,359	\$51,827	\$57,009	\$62,996
9	8	\$51,087	\$53,641	\$59,005	\$65,201
10	9	\$52,876	\$55,519	\$61,071	\$67,484
11	10	\$54,727	\$57,463	\$63,209	\$69,846
12	11	\$56,643	\$59,475	\$65,422	\$72,291
13	12		\$61,557	\$67,712	\$74,822
14	13				\$77,441
15	14 - 20				\$80,152
<b>L1*</b>	<b>21+</b>	<b>\$58,343</b>	<b>\$63,404</b>	<b>\$69,744</b>	<b>\$82,557</b>

\*Completion of 20 Years Service and At Maximum of Pay-Grade

New hire rate is \$37,300

Placement on salary schedule will occur on anniversary date, based on years of completed service. If current salary exceeds tenure based step, employee will be placed on the next higher step.

APPENDIX VII K  
MONTGOMERY COUNTY GOVERNMENT  
CORRECTIONAL OFFICER  
UNIFORM SALARY SCHEDULE

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Effective July 6, 2008  
(Fiscal Year 2009)

<u>STEP</u>	<u>YEAR</u>	<u>CO I</u>	<u>CO II</u>	<u>CO III</u>	<u>SGT</u>
1	0	\$40,538	\$42,565	\$46,822	\$51,739
2	1	\$41,957	\$44,055	\$48,461	\$53,550
3	2	\$43,426	\$45,597	\$50,158	\$55,425
4	3	\$44,946	\$47,193	\$51,914	\$57,365
5	4	\$46,520	\$48,845	\$53,731	\$59,373
6	5	\$48,149	\$50,555	\$55,612	\$61,452
7	6	\$49,835	\$52,325	\$57,559	\$63,603
8	7	\$51,580	\$54,157	\$59,574	\$65,830
9	8	\$53,386	\$56,053	\$61,660	\$68,135
10	9	\$55,255	\$58,015	\$63,819	\$70,520
11	10	\$57,189	\$60,046	\$66,053	\$72,989
12	11	\$59,191	\$62,148	\$68,365	\$75,544
13	12		\$64,324	\$70,758	\$78,189
14	13				\$80,926
15	14 - 20				\$83,759
<b>L1*</b>	<b>21+</b>	<b>\$60,967</b>	<b>\$66,254</b>	<b>\$72,881</b>	<b>\$86,272</b>

\*Completion of 20 Years Service and At Maximum of Pay-Grade

APPENDIX VII L  
MONTGOMERY COUNTY GOVERNMENT  
CORRECTIONAL OFFICER  
UNIFORM SALARY SCHEDULE

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Effective July 5, 2009  
(Fiscal Year 2010)

<u>STEP</u>	<u>YEAR</u>	<u>CO I</u>	<u>CO II</u>	<u>CO III</u>	<u>SGT</u>
1	0	\$42,363	\$44,482	\$48,931	\$54,069
2	1	\$43,846	\$46,039	\$50,644	\$55,962
3	2	\$45,381	\$47,651	\$52,417	\$57,921
4	3	\$46,970	\$49,319	\$54,252	\$59,949
5	4	\$48,614	\$51,046	\$56,151	\$62,048
6	5	\$50,316	\$52,833	\$58,117	\$64,220
7	6	\$52,078	\$54,683	\$60,152	\$66,468
8	7	\$53,901	\$56,597	\$62,258	\$68,795
9	8	\$55,788	\$58,578	\$64,438	\$71,203
10	9	\$57,741	\$60,629	\$66,694	\$73,696
11	10	\$59,762	\$62,752	\$69,029	\$76,276
12	11	\$61,854	\$64,949	\$71,446	\$78,946
13	12		\$67,223	\$73,947	\$81,710
14	13				\$84,570
15	14 - 20				\$87,530
L1*	21+	\$63,710	\$69,240	\$76,166	\$90,156

\*Completion of 20 Years Service and At Maximum of Pay-Grade



## APPENDIX VIII

### REASONABLE ACCOMMODATION

#### PURPOSE

- 1.0 To establish the policies for the following: (a) reasonable accommodation available to employees and qualified applicants with disabilities in accordance with Federal, State and County law, regulations and guidelines; (b) reassignment for employees in accordance with the Americans with Disabilities Act, the County's Affirmative Action Plan for people with disabilities and Personnel Regulations; and/or (c) the initial optional processing of benefits under the disability retirement plan, or long term disability.

#### DEFINITIONS

- 2.0 Administrator - The entity which contracts with the County to administer, as a third party, the Disability Retirement Plan and to process applications for disability retirement.
- 2.1 Disability Program Manager - A person with the sole responsibility for implementing selective placement for persons with disabilities, and who provides technical assistance to departments when making reasonable accommodations.
- 2.2 Individual with a Disability - Any individual who has a physical or mental impairment, has a record of such impairment, or who is regarded as having an impairment; which substantially limits one or more major life activities such as self care, performing manual tasks, walking, seeing, hearing, speaking, breathing, working, and learning.
- 2.3 Physical or Mental Impairment - Any physiological disorder, condition, disfigurement, or anatomical loss, or any mental or psychological disorder.
- 2.4 Priority Consideration - Refers to the right of all qualified employees with disabilities in need of reassignment to be considered for vacancies at or below the grade they hold. Such employees who apply for any vacancy at or below their grade level will be placed on a special eligible list for that position. Appointing authorities must make appointments from special eligible lists in lieu of filling vacancies by any other means. Employees will be entitled to priority consideration for vacancies in the same branch of government to which they are assigned.
- 2.5 Qualified Applicant - An individual who is qualified by experience, education and/or training to be a candidate for an available position with the County.
- 2.6 Reassignment - Placement of an employee with a disability in a different vacant

position for which the employee is qualified and can perform the essential functions of the new position.

- 2.7 Reasonable Accommodation - A modification or adjustment to a job, the work environment, or the way things are done that enables a qualified individual with a disability to enjoy an equal employment opportunity. Reasonable accommodation is required in three aspects of employment:
- (a) to ensure equal opportunity in the application process;
  - (b) to enable a qualified individual with a disability to perform the essential functions of a job; and
  - (c) to enable an employee with a disability to enjoy equal benefits and privileges of employment..
- 2.8 Reasonable Accommodation Referral Form - The form utilized by departments to refer an employee with a disability to the Disability Program Manager for assistance with reasonable accommodation.
- 2.9 Special Eligible List - An eligible list which sets forth employees who will receive priority consideration for a vacancy as defined in Section 5-11 of the Personnel Regulations and 2.4 of this procedure.
- 2.10 Undue Hardship - An action that requires a significant difficulty or expense in relation to the size of the employer, the resources available and the nature of the operation. Undue hardship is defined by the ADA as an action that is:
- (a) unduly costly;
  - (b) extensive;
  - (c) substantial;
  - (d) disruptive; or
  - (e) that would fundamentally alter the nature or operation of the business.

#### POLICY

- 3.0 Montgomery County Government will not discriminate against qualified persons with disabilities in any aspect of employment, including recruitment, examination, hiring, rate of pay, promotion, training, fringe benefits, or any other term of employment.
- 3.1 Montgomery County Government will take reasonable measures to assure that applicants with disabilities receive a fair opportunity to qualify and compete for available positions.
- 3.2 The interests of the Montgomery County Government and its employees are benefitted by making every effort to retain in active employment any employee

who is or becomes disabled.

- 3.3 Montgomery County Government will make reasonable efforts, through job restructuring and/or reassignment, to accommodate an employee who has a disability that prevents him/her from fully carrying out the duties of his/her position.

#### GENERAL

- 4.0 When the reasonable accommodation effort results in a voluntary demotion and the maximum for the pay range of the new grade is less than the employee's current salary, the employee will retain his/her current salary. Additionally, the employee will receive any future annual general wage adjustment that other employees in the same (new) occupational class covered by the same salary schedule receive, even though the employee's salary will continue to exceed the maximum salary for the pay grade assigned to the employee's new position, consistent with Section 5.22 of the Agreement.
- 4.1 Where a temporary interdepartmental light duty assignment is made, the department from which the employee is leaving will be responsible for the employee's salary and fringe benefits for the term of the light duty. Temporary light duty must not exceed 6 months unless specifically approved by the Chief Administrative Officer. If a long-term placement evolves, normal transfer/promotion procedures will be utilized.
- 4.2 Every effort will be made to involve the individual with a disability in identifying and implementing reasonable accommodation and reassignment for that employee.
- 4.3 When an employee needs reassignment as an accommodation for a disability, a maximum of 90 days will be allocated to secure a placement. Priority consideration will be given for any position for which the person qualifies. If it is determined that reasonable accommodation cannot be made, request the employee's department to initiate a disability retirement application.

#### RESPONSIBILITIES

- 5.0 Employee
- (a) Advise department as soon as it is apparent that temporary or permanent accommodation may be required.
  - (b) Provide medical documentation as requested by the department and/or OHR to Occupational Medical Services as to current and future work capabilities.

- (c) Apply for disability retirement and/or long term disability when appropriate.

## Appendix IX

### Performance Planning and Evaluation Procedures for Bargaining Unit Employees

- (1) Purpose: This procedure establishes the process that departments must follow in conducting performance planning and evaluation for bargaining unit employees.
- (2) Definitions:
  - (a) *Coaching*: The ongoing process used by a supervisor to help an employee recognize the quality of the employee's work, identify opportunities for improvement, and provide guidance and direction to the employee to maximize the employee's knowledge, skills, and abilities.
  - (b) *Conduct*: Job-related behaviors that are necessary for maintaining an orderly, safe, and productive work environment.
  - (c) *Counseling*: A discussion between an employee and supervisor about the employee's conduct or performance that includes efforts taken by a supervisor to give feedback or improve conduct and performance.
  - (d) *Overall rating*: A summary rating in the employee's performance evaluation that best describes the employee's overall level of performance during the period covered by a performance plan
  - (e) *Performance evaluation*: a supervisor's written evaluation of an employee's performance in relation to the standards in the employee's performance plan. An evaluation may be an interim or annual evaluation.
  - (f) *Performance standard*: The criteria against which an employee or team is rated. A performance standard is a written description of the quantity and characteristics of the job, the type of work to be performed, or the results that the employee or team is expected to accomplish
  - (g) *Performance plan*: The document that records performance standards and is the basis for assessment of the employee's job performance.
  - (h) *Progress discussion*: A supervisor's assessment of an employee's performance in relation to the expectations in the performance plan.
  - (i) *Reviewing official*: The individual who must review the evaluation and ensure that appropriate performance planning and evaluation procedures were followed by the employee's immediate supervisor. A reviewing official should help to resolve disagreements between the supervisor and employee on the plan or evaluation and ensure that:

- (i) the plan and evaluation are consistent with this procedure; and
    - (ii) the overall rating is consistent with the individual elements of the plan.
  - (j) *Review period:* The time period during which an employee's performance is reviewed and for which an overall rating is prepared.
- (3) Policies.
- (a) All departments must plan for and evaluate the performance of all department employees who are in positions covered by the bargaining unit.
  - (b) A department must use a performance planning and evaluation form that is consistent with the attached sample format.
- (4) Performance management, the performance plan, the performance planning process, and performance evaluation.
- (a) *Performance management.* Performance management is the responsibility of the supervisor and includes:
    - (i) developing the performance standards for an employee or team at the beginning of a review period;
    - (ii) ongoing monitoring of the employee's or team's performance with periodic oral or written feedback, coaching, training, or other action to enhance performance;
    - (iii) conducting periodic progress discussions, preparing interim evaluations, and developing plans to improve employee performance as needed; and
    - (iv) evaluating an employee or team on performance of the elements of the performance plan and awarding an overall rating.
  - (b) *Performance plan.*
    - (i) *Frequency and timing of performance planning.* A performance plan should be established within 45 days after an employee begins work in a new position. A new plan should be established for the next review period within 60 days after the review period begins, and will not affect the duration of the review period.
    - (ii) *Annual review period.*
      - (A) The period covered by the performance plan must be 12 months or less.

- (B) The review period may be linked to an employee's increment date, the anniversary of the employee's hire date if the employee does not receive increments, or the fiscal or program year.

(iii) *Substance of a performance plan.*

- (A) Each employee's performance plan must state the performance standards for the employee or team during the review period. Performance standards must describe, at a minimum, the performance level of "Met Expectations" in terms that allow reasonably objective assessment.
- (B) Performance standards may be stated as a goal, outcome or result expected, numerical criteria, behavior to be demonstrated, task to be accomplished or performed, acceptable conduct, or other expectation appropriate to the job classification and position.
- (C) A performance plan must be consistent with departmental work programs and class specifications.
- (D) A performance standard may be developed for an individual, a team, or both.
- (E) Employees must be given an opportunity to participate in establishing mutually determined professional development objectives and career goals, along with strategies for accomplishment.

(c) *Performance planning process.*

- (i) The signature of the supervisor and employee formally establishes a performance plan only after the employee has been given the opportunity to meet with the supervisor for purposes of reviewing the supervisor's expectations and contributing to the plan. The employee's signature indicates only that the employee has seen the plan, and does not indicate that the employee agrees with the plan. If more than one individual directly supervises an employee, each should participate fully in the performance planning responsibilities. The supervisors should share this responsibility in a manner consistent with their roles in directing the employee's work.
- (ii) If an employee refuses to sign a performance plan, the plan must be referred to the reviewing official. The reviewing official must review the plan and consult with the employee and the supervisor to determine why the employee refused to sign the plan. If the

employee still refuses to sign the plan after this consultation, the supervisor must note on the plan that the employee saw the plan but refused to sign it.

- (iii) Once established, a supervisor may revise a performance only after prior notification and consultation with the employee. While the employee may not agree, he or she is entitled to a full explanation of the supervisor's reasons for any changes. The employees may also, at any time, request that the supervisor change the plan. While the supervisor is not required to accept the employee's proposals, the supervisor will provide a response to the employee's request.
  - (iv) A supervisor must give an employee a copy of the employee's performance plan within 10 calendar days after the plan is established or revised.
- (d) *Performance evaluation.*
- (i) *Supervisor's responsibilities.* A supervisor should frequently track an employee's performance, and give timely and specific feedback, coaching, and counseling as needed throughout the review period.
  - (ii) *Progress discussion.* After approximately half of the review period has passed, a supervisor should conduct a comprehensive progress discussion with the employee that covers all elements of the performance plan. The supervisor and employee should sign and date the evaluation form to document a comprehensive progress discussion. The supervisor must document the substance of the progress discussion if the discussion resulted in a change to the performance plan or if specific performance issues were brought to the employee's attention.
  - (iii) *Supervisors.* If more than one individual supervises an employee, each should participate in the performance evaluation. The supervisors should share this responsibility in a manner consistent with their roles in directing the employee's work. Only supervisors, who have directed some aspect of the employees' work or have first hand knowledge of the employee's performance during the review period, may participate in evaluating and/or rating the employees' performance.
  - (iv) *Changed supervisors.* Where an employee's supervisor changes, and the employee has worked under a performance plan for more than six months prior to the change a performance appraisal is to be completed within 30 days following the change.
  - (v) *Reviewing official.*



- (A) An employee's second level supervisor is the reviewing official and must review the employee's performance evaluation.
  - (B) The reviewing official may not change an evaluation but may, under exceptional circumstances, withdraw authority to evaluate the employee's performance from the immediate supervisor and reassign the responsibility for conducting a performance evaluation for the employee to an individual who has sufficient knowledge of the employee's performance to conduct the evaluation. In that case, the reviewing official must notify the department or office director of the action taken.
- (vi) *Frequency and timing of performance evaluation.*
- (A) A supervisor must give each subordinate employee at least one written performance evaluation in every 12-month period. A supervisor must complete the annual evaluation within 60 days after the review period ends.
  - (B) An interim evaluation may be conducted for an employee who has been working under a performance plan for a reasonable period of time. Examples of the situations where an interim evaluation may be warranted include, but are not limited to, change of supervisor, significant duty changes, and to document changes in performance. Interim evaluations conducted to document unsatisfactory performance must be done in accordance with Article 26 of the agreement.
  - (C) If a supervisor conducts an interim evaluation the supervisor must also conduct an annual evaluation for the employee at the appropriate time.
  - (D) If the supervisor fails to conduct the annual evaluation within 60 days after the end of the review period, a minimum overall rating of "Met Expectations" is assumed.
- (vii) *Substance of performance evaluations.*
- (A) A supervisor must record in the written performance evaluation the performance rating of the employee in relation to the performance standards established in the performance plan.

- (B) A supervisor must include in the performance evaluation written comments about the employee's actual performance.
  - (C) If members of a team jointly share performance standards, the supervisor may give each member sharing the expectation a team rating.
  - (D) The supervisor must note accomplishment or progress toward a career development goal on the performance planning and evaluation form as appropriate.
- (viii) *Overall rating.* The supervisor must give an employee an overall rating using one of the following 4 rating categories as indicated below:
- (A) "Outstanding" This rating applies to performance that consistently exceeds the requirements of the job identified in the performance standards outlined in the performance plan.
  - (B) "Above Expectation" This rating applies to performance that has met, and occasionally exceeds the requirements of the job identified in the performance standards outlined in the performance plan.
  - (C) "Met Expectations" This rating applies to performance that has met the requirements of the job identified in the performance standards outlined in the performance plan.
  - (D) "Below Expectations" This rating [applies to performance that has not met the basic requirements of the job outlined in the performance standards outlined in the performance plan. A rating at this level would be considered unsatisfactory performance] category indicates that the employee has met some job requirements but needs improvement in other job requirements outlined in the performance plan.
  - [(D)] (E) "Does Not Meet Expectations" This rating applies to performance that has not met the basic requirements of the job outlined in the performance standards outlined in the performance plan. A rating at this level would be considered unsatisfactory performance.
- (ix) *Performance evaluation procedures.*

- (A) An immediate supervisor must allow an employee to sign and comment on the evaluation. The employee's signature indicates only that the employee has seen the evaluation and does not indicate that the employee agrees with the evaluation.
- (B) If an employee refuses to sign a performance evaluation, the supervisor must make a notation on the evaluation to indicate that the employee refused to sign the evaluation.
- (C) An employee may request a consultation with the department head to the evaluation given by the employee's supervisor. The decision of the department head or other appropriate management official regarding the reconsideration of an evaluation is final.

(x) *Retention of performance evaluations.*

- (A) Performance evaluations must be kept in an employee's official record for 5 years.
- (B) Performance evaluations and supporting documentation may be kept in a department's operating file for 5 years.
- (C) After an employee is transferred to a new department, the former department should give the new department copies of the employee's performance evaluations for the last 2 years.

- (5) Appeals: Consistent with article xx of the collective bargaining agreement, performance standards and evaluations are non-grievable and non-arbitrable.

All final Performance Planning and Evaluation Forms must include the following:

1. Employee name
2. Employee ID number
3. Department
4. Division/Team
5. Employee job title
6. Supervisor name
7. Name of reviewing official
8. review period beginning and ending dates
9. List or indication of additional feedback sources/supplied
10. Signatures (including electronic substitutes) from supervisor and employee (as applicable) to establish plan.
11. Signature (including electronic substitutes) to document progress discussion (as

- applicable)
12. Signatures (including electronic substitutes) from supervisor and employee to finalize performance appraisal.
  13. Signature (including electronic substitutes) of the reviewing official
  14. List of performance expectations, ratings and narrative comments
  15. Career development
  16. Overall rating
  17. Employee comments (as applicable)

## APPENDIX X

### DEPARTMENT OF PERMITTING SERVICES

[The Department shall install ergonomically designed laptop stands in all inspectors' vehicles required to use lap top computers during the third year of this agreement.]

- (a) As an alternative to installing laptop computer mounts in vehicles, a limited scope pilot program will be implemented to assess the feasibility of using voice recognition software to enter data into the laptop computer.
- (b) The following items will be referred to the LMRC:
  - replace current vehicles used by unit members with 4X4 vehicles equipped with appropriate equipment and supplies.
  - Job related training will continue to be provided.
  - Foreign language training is available through tuition assistance program.
- (c) The Department will provide boots, insulated winter parkas, rain gear, insulated gloves, and winter and summer hats to bargaining unit members with field assignments.

## APPENDIX XI

### Revised Attendance Policy, Effective: 7/1/07

- (a) **PURPOSE** To establish an attendance policy for all bargaining unit members in [[the Department of Correction and Rehabilitation and]] the Division of Transit Services/DPWT, not including administrative staff, that encourages attendance, assures maintenance of accurate attendance records, provides for fair and equitable implementation, and promotes a cost effective and efficient working environment.
- (b) **IMPLEMENTATION** Employee attendance records, under this revised procedure, will be established effective ~~[[7/01/04]]~~ 7/1/06 for employees not in the disciplinary track. Employees in the disciplinary track as of 7/1/06 shall maintain current point balances. Any pending disciplinary action initiated under any previous attendance policies will not be affected by this change. All disciplinary actions initiated for violations occurring after the effective date of this policy shall be subject to the procedures established herein.
- (c) **APPLICATION** Employees who fall into a pattern of unscheduled absences, namely 6 incidents in a 6-month period will be subject to this attendance policy. Absences are reviewed and applicable during a 6-month period which will be defined as July 1 through December 31, and January 1 through June 30. Prior to a unit member being placed into the progressive disciplinary track outlined below, they shall receive notice in accordance with Article 30 of this Agreement. Upon receipt of such notice, the Union may grieve the validity of the placement of the unit member into the disciplinary track, in accordance with Article 10 of this Agreement.

Once an employee receives such notice, the employee will be ineligible for and shall not receive voluntary overtime until such time as the employee is removed from the program.
- (d) **GENERAL**
  - (1) In recognition of the importance of a good attendance record and the impact of unscheduled absences upon these departments and their provision of public services, this policy establishes guidelines and discipline for those held to these rigorous standards.
  - (2) In implementing this policy, the County also acknowledges its responsibility under Article 14.6 of this Agreement to make every effort to give each employee the opportunity to use annual leave earned. The County further acknowledges the right of employees

to use accrued sick leave for the reasons stated in Article 15.1 of the Agreement and in accordance with Article 15.6, consistent with the requirements of this policy.

- (3) Employees who fall into a pattern of unscheduled absences as defined above, will be subject to progressive discipline, as outlined herein.

(e) DEFINITIONS

- (1) Absence: Absence is any period of time when an employee is regularly scheduled to work, has volunteered to work overtime pursuant to Section 5.9(h)(1) of the agreement, or has been assigned to work overtime pursuant to Section 5.9(h)(2), and the employee is not present at the "place of report" where the work is to be done, at report time. For this procedure, "absence" includes any increment of time from one minute to many consecutive workdays. However, an absence of 15 minutes or less will require two such instances to be considered an absence. However, absences of several days for the same ailment (e.g. flu) that occur on consecutive days will equate to one chargeable absence for the purposes of this policy. For example, in the case of a 3-day absence for one illness only one absence will be charged. However, an absence without leave (AWOL), as defined in (e)(4) below, will be considered as two incidents since it involves both an unscheduled absence as well as a failure to provide notification.
- (2) Absence - Chargeable: A chargeable absence is any non-approved absence. As a general rule, absences not previously approved are chargeable. However, an absence that is the direct result of "extraordinary circumstances" may not be chargeable. "Extraordinary circumstances" is defined as an event that is emergency in nature, a spontaneous, ad hoc, non-routine incident impacting two or more employees, which occurs through no fault of the employee, and is not personal in nature to an employee. The employee or the Union has the burden of demonstrating that the event meets the definition of "extraordinary circumstances" and that good cause exists for excusing and not charging the employee with an absence.
- (3) Absence - Non-chargeable: Non-chargeable absences are those absences that are pre-approved. Prior approval means the employee has asked for and received approval before the end of his/her preceding regularly assigned work shift except where the

employee becomes sick or ill during his/her regularly assigned work shift. All types of absences listed below require prior approval from your supervisor in order to be non-chargeable. The following absences, approved in advance, are non-chargeable:

- (A) scheduled days off/authorized holidays that the employee has not been scheduled to work;
  - (B) vacations - previously approved "blocks" of annual leave, generally 40 hours or more;
  - (C) jury duty;
  - (D) bereavement leave as provided by applicable contract provisions or personnel policy;
  - (E) Union leave requested and approved in accordance under Article 36;
  - (F) leave of absence (pre-approved leave without pay);
  - (G) pre-approved annual leave;
  - (H) job related injury/illness, in accordance with Article 17;
  - (I) required court appearances, in accordance with Article 19;
  - (J) approved FMLA leave (personal or family serious or chronic illness) in accordance with Article 45, either pre-approved or documented by medical certification after the fact;
  - (k) military leave (orders must be supplied);
  - (l) sick leave;
  - (m) family sick leave;
  - (n) disciplinary actions;
  - (o) administrative leave;
  - (p) compensatory time; and
  - (q) personal leave day
- (4) Absence Without Official Leave (AWOL)



- (A) Employees are considered absent without leave whenever they are absent for any portion of the scheduled workday, and fail to notify the designated supervisor and obtain approval for the absence.
- (B) Employees are considered absent without leave whenever they are absent, but were given authorization to be absent on the strength of representations which subsequently prove to be false. The employee's timesheet will be corrected to reflect the AWOL and time charged.
- (5) Notification of Leave Approval. Whenever possible, employees will receive notice of approved or disapproved leave requests within 5 business days of receipt of the request.

(f) ATTENDANCE GUIDELINES

- (1) All employees will request leave from their immediate supervisor as far in advance as possible but not later than the end of their preceding regularly assigned work shift. Supervisors will approve or disapprove leave based on operating requirements. Vacation picks/schedules based on seniority will be prepared annually.
- (2) In the event of an absence related to personal illness or family sick leave, Transit employees must notify their supervisor at least 60 minutes prior to their scheduled report time. If an employee fails to provide this notification, he/she will be charged an additional one point.
- (3) Any employee who falls into a pattern of unscheduled absences as defined above, will accrue absence points in accordance with the provisions of Section (g) below. Under this system all chargeable absences from one minute to those of several days duration will accrue absence points in accordance with Section (g) of the guidelines. The relationship between absence points accrued during the most recent 12-month period, and discipline, is outlined in Section (h) of the guidelines.

(g) ABSENCE POINTS

- (1) When an employee is absent, an entry will be made on a sign-in sheet that reflects the scheduled and actual report time of the employee and a reduced work voucher will be completed. A copy of this reduced work voucher will be provided to the employee.

- (2) Chargeable absences will be reviewed with each employee. A point value will be entered on the employee's attendance record in accordance with the schedule below:

Absence Point Schedule	Point Value
One minute to 15 minutes	½ point
16 minutes and less than 4 hours	1 point
4 hours and less than 8 hours	2 points
8 or more hours	3 points
AWOL less than 2 hours	4 points per occurrence
AWOL greater than 2 hours	6 points per occurrence

- (3) There shall be no multiple application of points for a single occurrence, except for a failure to provide notification.
- (4) Absences of several days for the same ailment (e.g. flu) that occur on consecutive days will equate to one chargeable absence for the purposes of this policy. This is the only situation in which a doctor's verification will excuse an absence (e.g. in the case of a 3-day absence for one illness accompanied by a doctor's verification, only one absence will be charged).

(h) MONITORING AND ENFORCEMENT

- (1) Supervisors will maintain records and monitor their employees' adherence to this policy.
- (2) Once an employee becomes subject to this policy, the employee's absence points will accumulate for one year (the "attendance monitoring year") from the date that the employee becomes subject to this policy.
- (3) Employees will be coached, counseled or disciplined based upon these guidelines whenever the number of points meets or exceeds the schedule below:

6 points	=	oral admonishment
9 points	=	written reprimand, advising employee that further unapproved absence will result in suspension and that additional, unscheduled, overtime may be restricted.
12 points	=	one-day suspension or 5 percent reduction in pay for 2 pay periods.
18 points	=	three-day suspension or 5 percent reduction in pay for 6 pay periods.

21 points = five-day suspension or 5 percent reduction in pay for 10 pay periods.  
24 points = dismissal.

- (4) All points will be removed from an employee's attendance record at the end of each attendance-monitoring year, unless an employee reaches the one-day suspension level of disciplinary action under this policy. If the employee receives a one-day suspension within the year, then the employee's existing points will be carried over into a second attendance-monitoring year. Such carried-over points may be used as the basis for progressive discipline.
- (5) If the employee does not incur any further discipline under this policy within any 6-month period within the second attendance-monitoring year, his/her point level will return to zero. However, the employee remains subject to the monitoring program. In no event will points be carried over for more than a second attendance-monitoring year.
- (6) Furthermore, if the employee does not incur any unscheduled absences within any 6-month period while his/her attendance is being monitored under this program, the employee will be removed from the program.

(i) Incentives

- (1) Employees who have less than two unscheduled absences in a 6-month period will be eligible for incentive bonuses.
  - (A) A six-month period will be defined as July 1 through December 31, and January 1 through June 30.
  - (B) A full-time employee who has only one unscheduled absence in a 6-month period is eligible for a ~~[\$150]~~ \$225 attendance bonus. Effective July 1, 2008, a full-time employee who has only one unscheduled absence in a 6 month period is eligible for a \$300 attendance bonus. Effective July 1, 2009, a full-time employee who has only one unscheduled absence in a 6-month period is eligible for a \$375 attendance bonus.
  - (C) A full-time employee with no unscheduled absences in a 6-month period is eligible for a ~~[\$350]~~ \$425 attendance bonus. Effective July 1, 2008, a full-time employee who has no unscheduled absences in a 6 month period is eligible for a \$500 attendance bonus. Effective July 1, 2009, a full-time

employee who has no unscheduled absences in a 6-month period is eligible for a \$575 attendance bonus.

- (D) A part-time employee who has only one unscheduled absence in a 6-month period is eligible for a [~~\$50~~] \$125 attendance bonus. Effective July 1, 2008, a part-time employee who has only one unscheduled absence in a 6 month period is eligible for a \$200 attendance bonus. Effective July 1, 2009, a part-time employee who has only one unscheduled absence in a 6-month period is eligible for a \$275 attendance bonus.
- (E) A part-time employee with no unscheduled absences in a 6-month period is eligible for a [~~\$125~~] \$200 attendance bonus. Effective July 1, 2008, a part-time employee who has no unscheduled absences in a 6 month period is eligible for a \$275 attendance bonus. Effective July 1, 2009, a part-time employee who has no unscheduled absences in a 6-month period is eligible for a \$350 attendance bonus.
- (F) In order to receive an attendance bonus a full-time employee must have worked at least 800 hours in that period, and a part-time employee must have worked at least 400 hours in that period. Worked hours for purposes of eligibility for this Incentive attendance bonus is defined as hours actually worked rather than hours in pay status.

- (j) These revisions to the Attendance policy shall become effective July 1, 2007.

## APPENDIX XII

### DEPARTMENT OF HOMELAND SECURITY

- (a) Security Section: (1) The County agrees that more training is necessary for Security Officers. In order to further the professionalism of security officers and to train officers in best security practices, the County will provide all officers with 40 hours of initial training, followed by an additional 8 hours of annual in-service training. Union will have input in course development. (2) Security Officers will be issued flashlights. (3) Security Officers will be issued and required to wear lightweight undergarment body armor. Appropriate disciplinary action may result for failure to wear body armor. (4) Security Officers will be issued OC Spray after they receive appropriate training/certification. The product must be carried while on duty. (5) Additional radios will be purchased to ensure that every officer is provided a radio while on duty.
- (b) Pursuant to the reopener, agreement additional radios will be purchased to ensure that every officer is provided a radio "while on duty."
- (c) Spotlights will be provided on all vehicles.
- (d) The following items will be referred to the LMRC with respect to areas under the control of Homeland Security, Security post at EOB, COB, and PSSC and referred to the Countywide LMRC with respect to other facilities not controlled by Homeland Security:
  - replace all chairs at security posts with ergonomically designed chairs;
  - replace current desks at security posts with ergonomically designed workstations;
  - provide regular cleaning of work areas;
  - install gates with locks on security area to restrict unauthorized personnel.
- (e) Department will establish a standard rotation every two (2) weeks subject to post requirements and to accommodate employee medical needs. Department Captain will review any written complaints by Union about favoritism in location assignment and will respond to the Union in writing.
- (f) County is moving forward with developing training curriculum with input from Union within time-frame of reopener agreement.
- (g) The parties agree there is a need to discuss the allegations of inappropriate behavior of Lieutenants.
- (h) The department shall make every reasonable effort to provide notice to a

Security Officer of a change in shift location twenty-four (24) hours prior to the beginning of the bargaining unit member's scheduled shift, provided the need for the shift location change is known by the Department 24 hours in advance, and shall communicate this notice of change to the officer's County e-mail address or phone number provided by the officer. If 24 hour notice cannot be provided, the officer will be notified at or near the time the need for a change in shift location arises.

- (i) Business cards will be issued.
- (j) The following item will be referred to the LMRC:
  - Issue cell phones to mobile patrols.
  - SUVs with security emblem.
- (k) Sanitary wipes will be provided at each security post.
- (l) The County agrees that the current rain jacket issued to Security Officers will be replaced at time of regular replacement by a rain jacket with a hood.
- (m) The County will provide standard first aid kits for mobile patrols.

## APPENDIX XIII

### DEPARTMENT OF PUBLIC LIBRARIES

- (a) The following items will be referred to the LMRC:
- Implement routine regular safety evacuation drills.
  - Restrict access to "staff only" areas in all branches.
  - Provide handheld device for catalog information away from desk.
  - Conduct a system wide lighting assessment and make necessary improvements.
  - Provide regularly cleaning of floors.
  - Enlarge aisles where needed many are too narrow and cramped to ensure ADA compliance.
  - Conduct a system wide air quality assessment and make enhancement to improve heating, cooling and ventilation.
  - Provide security officers at all branches from after school until branch closes to public.
  - Conduct a lighting assessment of all branch parking lots [and] make necessary improvement.
  - Install wall between the work area and the bay at Metropolitan Grove.
  - Provide better treatment of icy spots in parking lots in the winter.
  - Replace cipher lockers with card swipe locks in all branches.
- (b) Copies of all incident reports will be forwarded to the Union on a quarterly basis.

APPENDIX XIV

DEPARTMENT OF FIRE AND RESCUE

(a) The following item is referred to the LMRC:

- Provide color copier.



## APPENDIX XV

### DEPARTMENT OF RECREATION

- (a) The following items are referred to the LMRC Building Maintenance Subcommittee:
  - Clean vents/ducts in all facilities;
  - Upgrade heating/AC at 4010 Randolph Rd.
- (b) The following item will be referred to the safety and health subcommittee of the LMRC:
  - Replace current furniture with ergonomically designed work stations and chairs;
- (c) The following item is referred to the LMRC: Improve adpics/famis training from Finance.

## APPENDIX XVI

### DEPARTMENT OF ENVIRONMENTAL PROTECTION

- a. The following items are referred to the LMRC Health and Safety Subcommittee:
- install AEDs in all buildings;
  - provide epi-pens for outdoor workers;
  - better air quality circulation.

## APPENDIX XVII

### REWARDING EXCELLENCE BONUS INCENTIVE AWARD PROGRAM

The Rewarding Excellence Bonus Incentive Award Program is designed to encourage and promote new, innovative ideas, concepts and strategies to deliver County services and products cost effectively. The Program rewards bargaining unit employees for proposals and suggestions that improve efficiency, increase productivity, reduce costs, streamline operations, and enhance customer satisfaction by allowing the employee to receive a portion of the cost savings. This program shall have no effect on base pay, classification, individual performance appraisal or any negotiated benefits/rights and/or privileges contained within this agreement.

#### (a) Eligibility

All bargaining unit employees are eligible to participate in the Rewarding Excellence Bonus Incentive Program as part of a team, provided that the employee has received a Satisfactory or better rating in the employee's most recent performance evaluation. Employee participation in the program is voluntary.

#### (b) Technical Advisory Panel

Prior to submitting an application to the review panel, an employee team may utilize The Rewarding Excellence Advisory Panel (RETAP) as an optional resource. This panel may review new applications, identifying technical, policy or values conflicts. RETAP members will be selected based on the subject focus. Members may include technical experts from the Office of the County Attorney, the department, the Office of Procurement, and the Union. Panel members may individually examine proposals to expedite the flow of the process. Each response will be completed within 15 calendar days to insure that the application process occurs in a timely manner.

#### (c) Review Panel

The Rewarding Excellence Bonus Incentive Awards Program shall be administered by an eight-member panel. The OHR Director shall appoint four members, including representatives from: the Finance Department, the Office of Management and Budget, the Office of Human Resources, and the Office of Procurement. The MCGEO President shall appoint four employee representatives. The Panel shall meet on a regular basis to

review applications. The Panel may consult with the County Executive, Chief Administrative Officer, County Attorney, Department directors, consultants or others in examining the proposal's feasibility, legality or cost savings generated, or in determining whether to implement the gain sharing proposal.

(d) Application Process

All gain sharing proposals shall be submitted on the application form to be developed by the Review Panel. This form shall be completed by the employee team and shall be submitted initially to the Department director either by paper copy or electronically. The Department director shall have no more than 15 calendar days to examine and review the gain sharing proposal, to affix comments to the proposal, and to forward the proposal to the Review Panel. The Review Panel shall submit the approved applications to the Chief Administrative Officer. The Chief Administrative Office shall issue a decision to approve or disapprove the gain sharing proposal within 15 calendar days. Should the CAO disapprove the gainsharing proposal, the CAO shall inform the Union President in writing as to the reasons for denial.

(e) Amount of Bonus Incentive Award

The payout and distribution of Rewarding Excellence Bonus Incentive Awards will occur in the next full payroll period one (1) year after implementation of the project or the next full payroll period after cost savings are realized and confirmed by the Review Panel, whichever is sooner. The parties shall share equally in the total gain. Each employee on the team will receive fifty percent of the total gain up to five thousand dollars (\$5,000) per employee team member. Each team member shall receive the same amount. Any remaining amount of that fifty percent of the total gain shall be directed for use for a professional development fund (eg training).

(f) Appeals of Review Panel Decisions on Gain Sharing Proposals.

Neither the Union nor a bargaining unit employee may grieve or appeal any decision by the Review Panel relating to the Rewarding Excellence Bonus Incentive Awards Program.

(g) Effective date

The Rewarding Excellence Bonus Incentive Program shall go into effect between July 1, 2007 and June 30, 2008 and shall remain in effect for the duration of this agreement.

## **APPENDIX XVIII**

### **Internal Salary Equity Review Pilot Program, Effective Date 7/1/2006**

- I. PURPOSE:** To establish an internal salary equity review program for selected job classifications, and to implement a salary review process for employees entering into the bargaining unit at a higher salary rate than similarly situated incumbent employees. It is the general intent of the parties to design and provide a compensation system to recruit and retain a high quality workforce. The parties understand that maintaining flexibility in salary-setting policies is critical to ensuring the accomplishment of the organization's goal to provide the best services to our residents. The parties also recognize that pay inequities may impair the efficiency of the County's operations. In accordance with Article 1.3 of the Collective Bargaining Agreement; it is in the best interest of the County and Union to hire the best qualified people for vacant positions in the bargaining unit while maintaining pay equity.

**II. Pay Review/Analysis of Selected Job Classifications**

- A. IMPLEMENTATION:** The County's Office of Human Resources agrees to conduct an in-depth pay review/analysis (a review of all relevant personnel documentation that describes or verifies relevant experience, education, training, and licensing) covering all bargaining unit employees in the following job classifications: Police Telecommunicator, Community Service Aide, Income Assistance Program Specialist, Forensic Scientist, Correctional Specialist, Mechanics, Community Health Nurse, and Correctional Officer I, II, III, and Sergeant. This pay review must be completed by June 30, 2007.

The pay review will help determine if bargaining unit employees' salaries are properly distributed in the pay range in which they are assigned, based on relevant experience, education, training, and licensing. Upon completion of the County's pay review for each identified job classification, it will submit the report of its analysis and relevant pay information to the Union for its review and analysis. The Union shall have the right to request review of all relevant documentation. If personnel records pertaining to individual employees are given to the Union for review, the Union agrees to use the personal information contained in such records solely for the purpose of evaluating the results of the County's pay review, and the Union agrees to safeguard the confidentiality of these personnel records.

A pay inequity exists when employees who have essentially the same relevant experience, education, training, and licensing are performing the same job at the same pay grade at significantly different salary

levels, and there is no reasonable explanation for the disparity in their salaries. The reasonable relevant factors include experience, education, training, and licensing. The pay of Community Health Nurses will be compared with Community Health Nurses within the appropriate area of consideration (Department, Division, or Team). For purposes of implementation of Part II of this Appendix, the parties agree that the proper application of pay policies and practices in connection with the implementation of personnel actions is not sufficient to constitute a pay inequity for individual employees. These applications include changes in base salary associated with: grants of merit system status, promotions (except for inequities that are a result of the negotiated change in the minimum promotional pay increase from 5% to 10%), reclassification, reallocation, performance awards, demotion, transfer, periods of leave without pay resulting in service increment delays, or performance-based actions including service increment delays. Additionally, any pay increase given under the provisions of this Appendix cannot serve as grounds for an alleged pay inequity.

- B. **REMEDY:** If a pay inequity exists in one of the above classes, and if the affected employee(s) relevant experience, education, training, and licensing are greater than those of the employee(s) causing the inequity, the affected employee(s) will be granted a within-grade pay increase to a point \$500 above the salary of the employee causing the inequity.

If a pay inequity exists in one of the above classes, and if the affected employee(s) relevant experience, education, training, and licensing are equivalent to those of the employee causing the inequity, the affected employee's salary must be adjusted so that it is equal to the salary of the employee causing the inequity.

If it is determined that a salary inequity exists, and if a bargaining unit member is granted a salary increase under the terms of either the first or second paragraph of this Section, the salary increase will be granted retroactively. The period of retroactivity will be 18 months, counting back from the effective date of this Appendix. Provided, however, that no employee will receive a retroactive salary increase for, or covering, any period of time that precedes the employee's date of hire by the County. Thus, for most of the affected employees, the retroactive salary increase will commence at the start of the first pay period that begins on or after January 1, 2005. Retroactive payment of the salary increase will continue, after July 1, 2006, up to the date that the salary increase is granted.

If, after a salary review described in this Section is completed, the Union believes that an individual bargaining unit employee is adversely affected by a pay inequity, the Union may file a "pay inequity" grievance

under Article 10 of this Agreement and, if necessary, invoke arbitration under Article 11. The parties agree that any grievances filed under this Section of this Appendix will be filed on a class-wide basis. One grievance will be filed to seek remedies for any aggrieved employees within that class. Grievances seeking remedies under this Section of this Appendix will not be filed on behalf of individual employees. In processing any grievance filed under this Section of this Appendix, the parties agree to waive Steps 1 and 2 of the Grievance Procedure. A "pay inequity" grievance filed under this Section of this Appendix will be filed directly at Step 3. The parties agree to select a single arbitrator to arbitrate all grievances filed under the provisions of this Section of this Appendix.

- III. NEW HIRES - PREVENTION, MONITORING AND ENFORCEMENT:** When a newly hired employee, hired on or after July 1, 2006 (who can enter the bargaining unit after completing their probationary period), is granted/afforded a salary above the minimum of the pay grade, the Office of Human Resources agrees to conduct a salary review to compare the salaries of similarly situated incumbents with the salary of the new employee. The relevant factors considered in this review shall be experience, education, training, and skills relevant to the job. The Office of Human Resources will give the Union written notification whenever a salary review is prompted by a hire above the minimum of the salary range of the pay grade.

It may be determined that new hires' salaries (this assumes that an offer was made and accepted by the applicant) will affect incumbent employees (who are more skilled than new hires in terms of the relevant criteria) in the appropriate area of consideration (i.e. Department, Division, or Team).

For the purposes of this Part III, the parties agree that the proper application of pay policies and practices in connection with the implementation of personnel actions is not sufficient to trigger a pay increase for individual employees. These applications include changes in base salary associated with: grants of merit system status, promotions, performance awards, demotion, reclassification, reallocation, transfer, periods of leave without pay resulting in service increment delays, or performance-based actions including service increment delays.

In such situations, if an incumbent's relevant experience, education, training, and skills relevant to the job are greater than those of the new employee, the incumbent will be granted a within-grade pay increase to a point \$500 above the salary of the new employee.

If an incumbent's relevant experience, education, training, and skills relevant to the job are equivalent to those of the new employee, the incumbent's salary must be adjusted so that it is equal to the new employee's salary.

Any changes that are required to be made to an incumbent employee's salary under this section will be effective the date on which the newly hired employee completes their probationary period and enters the bargaining unit, and the pay increase will be retroactive to the date the new employee was hired.

If, after a salary review described in this Section is completed, the Union believes that an individual bargaining unit employee is adversely affected by a pay inequity, the Union may file a "pay inequity" grievance under Article 10 of this Agreement and, if necessary, invoke arbitration under Article 11.

- IV. **EVALUATION PERIOD:** The effective date of this Appendix is July 1, 2006. The analysis and review process established in this Appendix shall be in effect from July 1, 2006, through June 30, 2008. The parties can agree to make revisions to this Appendix during the evaluation period. However, revisions and the continued effectiveness of this Appendix beyond June 30, 2008, require mutual agreement of the parties.



SIDE LETTERS – July 1, 2007

Occupational Studies

In the course of completion of occupational studies, OHR will review the minimum qualifications of job classifications that stipulate the ability to read and write.

Wage Surveys

The parties shall jointly hire and share the costs for a consultant to conduct a survey of the total compensation comparing Local 1994 bargaining unit positions with similar MCPS positions to be completed no later than June 30, 2009. Findings of the survey will be discussed and negotiated with Local 1994.

Management Accountability

The County intends to implement a new performance management system which includes a 360 degree feedback module.

DPWT

Fleet Management

The County's goal will be to maintain maintenance staffing levels for Ride On buses consistent with FTA standards of 2.6 vehicles per maintenance employee.

For the duration of the agreement, the employer will enforce the following policies: use of exhaust hose/fans, expeditious cleaning of fluid/oil spills, and clean up of debris in shop.

For the duration of the agreement, the employer will provide the following: handhelds, Koni electric, diagrams, and manuals.

Highway Services

Employer will issue uniforms in a timely manner.

Stone Street Print Shop

The County will work with the Union and MCPS to address overtime issues regarding bargaining unit members assigned to MCPS print shop.

POLICE

## ECC

The Department will eliminate "leave maximum" from Communications Divisions S.O.P (6/15/01) and approve or deny leave in accordance with Article 14 of the collective bargaining agreement.

Effective July 1, 2007, the County intends to discontinue the practice of roll call scheduled prior to the beginning of the regularly scheduled shift. In the event the County determines that roll call is necessary and requires bargaining unit members prior to the beginning of the regularly scheduled shift, the County will compensate the affected bargaining unit members at the applicable rate for time actually worked.

## HHS

### School Health

Two (2) additional days at the beginning of the school schedule to allow time to review immunization records and prepare for the school year. For the duration of the contract, all school health aides/nurses to 7 hours a day; not to impact existing 8 hour positions. However, the Department will consider whether the increased hours are necessary in all positions given the existing workload and consider hardships these additional hours may create for existing staff members, and, where possible, make an accommodation. No non-emergency care provided to staff. In-service training will be held in accordance with the annual school health calendar. In the event that in-service training is cancelled, school health staff will be required to work in school health rooms during the scheduled time. A minimum of twenty-four (24) hours of compensable time will be paid for combined activities listed above.

### Miscellaneous

For the duration of the contract, the Department agrees to provide: relevant infection control training (need to identify bargaining unit members to whom this applies); customer service training; computer training; training when new program/system implemented; Microsoft office training; avatar training; customer service training; foreign language classes; in-service training for psychologists approved by Board of Examiners of Psychology; training update on drug/alcohol abuse in conjunction with mental illness; relevant training re: dealing with mentally disabled clients; and mandated training for HIV nurse.

## PUBLIC LIBRARIES

The department agrees to phase out the use of volunteers for any function that requires direct access to the circulation system computer or customer data. The use of volunteers for this work, other than for break/meal relief, assist with peak and/or unexpected workloads, or temporary fill-in for leave periods, will be fully discontinued by July 2008.

An occupational classification study of the Librarian series will be conducted.

## SHERIFFS

In the event that the County decides to make changes to the sworn police career progression, the parties will discuss the career progression in the Sheriff's Office.

Should the Sheriff make future request(s) for funding to purchase assigned vehicles for bargaining unit deputies to be included in the Executive's recommended operating budget, the County Executive shall not unreasonably deny such request.

## DOCR

## CPU

Whenever the necessary paperwork relating to fugitives has not been signed by an SPO or law enforcement officer by the end of the shift, that shall be reported to the supervisory lieutenant on duty who shall determine the appropriate course of action.

## MCCF

A committee of three (3) MCGEO representatives and three (3) management representatives, one of whom shall be an OHR Labor Relations Specialist who will serve as its chair, will meet to discuss staffing as it relates to safety (including the use of unscheduled leave). The committee's recommendation will be sent to the Department Director and the Countywide LMRC.

## Pre-Trial

DOCR will develop and implement a security protocol no later than July 1, 2007, DOCR will engage the services of an outside contractor to perform a security assessment study at the facility with Union input and forward the recommendations to the Countywide LMRC no later than December 31, 2007.

## Other Issues

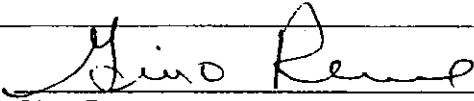
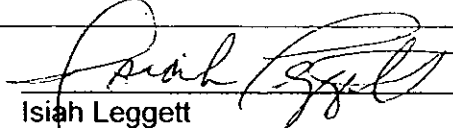
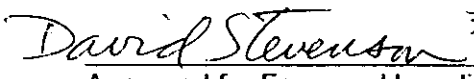
The Union and OHR to meet to discuss current issues with promotional process.

Once a week on designated day, sergeants at MDCD will be relieved by oncoming shift for one half hour in order to complete paperwork provided they have such work to complete. Twice a week on designated days, sergeants at MCCF will be relieved by oncoming shift for one half hour in order to complete paperwork provided they have such work to complete.

## Program Specialists

An occupational classification study of the Program Specialist series will be conducted.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed  
by their duly authorized officers and representatives this \_\_\_\_ day of  
\_\_\_\_\_.

Municipal and County Government Employees Organization, UFCW Local 1994, AFL-CIO	Montgomery County Government Montgomery County, Maryland
By:  Gino Renne President Pending Ratification	By:  Isiah Leggett County Executive
 3/29/07 Approved for Form and Legality Asst. County Attorney	